THE GENERALL TUTOR,

OR

THE EXACT

CLERK,

AND

SCRIVENERS

daily

EXERCISE;

Being a COMPENDIUM, of all manner of Presidents and Draughts that are now in use.

For all manner of Bills obligatory, Conditions, Clauses, and proviso's; with all mannor of Annuities, assignments, Letters of Atturny, Revocations, Grants, Releases, Trusts, Warrants, Mittimus's, and other things of great use.

Composed for the benefit of all, but such Gentlemen and others especially, who are desirous to attain to the practice of Clerks, Scriveners or Atturneys.

London Printed by T. Lock 1659.

EPISTLE
To THE
READER.

Courteous Reader,

I *Finding what vexatious suits and other great losses, do frequently happen to those who have but weak and imperfect instruments, and what quiet security & content they enjoy, that have well-executed and substantial assurances: I have therefore thought fit to write or impart*

part

part unto thee, these exact presidents contained in this short compendium, of the Clerks and Scriveners daily exercise; Which presidents may not onely serve to inform the youngest practioner, but also to confirme and ease the more abler, and will be very profitable and usefull for all men.

In a word Reader, be pleased to peruse this little Book; and either all, or none;

it

it is the ingenious Reader, *to whom I dedicate this Treatise, whose favorable report shall make my printed Paper his Debtor, and my self his devoted.*

Farewell.

The Exact CLERK.

Being exact Draughts and Presidents for all Clerks, *&c.*

A Grant of an Annuity.

THis Indenture made, *&c.* Between J. J. of M. in the county of O. Gent. W. J. Son and Heir apparant of the said J. of the one part, and R. D. of H. in the said county of O. Gent. on the other part; *VVitnesseth*, That the said J. J. and W. J. for and in consideration of the sum of, *&c.* of lawfull, *&c.* to them before the ensealing of these presents by the said R. D. well and truly contented and paid, whereof and wherewith they acknowledge themselves satisfied, and thereof do by these presents fully acquit and discharge the said R. D. his heirs, *&c.* by these presents have given and granted, and by these presents for them and their heirs, *&c.* do give and grant to the said R. D. one annuity, or yeerly

rent of ten pounds, of &c. issuing or going out of all those Messuages, &c. set, lying, or being in M. aforesaid; now, or of late which were in the occupation of the said J. J. or his assignes, and out of all other lands, tenements, or hereditaments, whatsoever of them the said J. and W. or either of them in the said county of M. aforesaid, *Chilworth and Hazelley* in the said county of O. To have and to hold, partain, and injoy the said annuity of yeerly rent of, &c. and every part and parcel thereof, to the said R. D. his heirs, &c. for ever; to the only use and behoof of the said R. D. his heirs, &c. for ever, at the feast of the circumcision of our Lord God, and the nativity of St. *Iohn Baptist*, by even portions yeerly to be paid: And if it happen the said yeerly rent of ten pounds or any part or parcel thereof, to be behind and unpaid after any of the said Feasts-dayes of payment, on which as is aforesaid it ought to be paid; then it shall be lawfull to the said R. his heirs, &c. into the said lands, &c. with other the appurtenances, and into every part thereof to enter and distrain, and the distresses therefound, to lead, drive, and carry away, impound and detain, untill he or they shall be of the said Annuity or yeerly rent so being behinde, and the arrearges thereof, if any, bee well and fully satisfied, contented and paid: Of which annuity or yeerly rent of ten pounds, the said J. and W. I. have put in peaceable possession and seizin, the said R. D. by delivering unto him five pence of lawful English money in the name of seisin, at the time of the delivery of these presents: And the said J. J. and W. I. for them, their

their heirs, *&c.* and for their executors, and administrators of either of them, do covenant, grant and promise by these presents, to and with the said R. D. his heirs, *&c* that they the said I. and W. are and be, or that one of them is, and standeth seised of and in the messuages, lands, tenements, and hereditaments in M. C. and H. aforesaid at the time of the delivery of these presents, of the cleer yeerly value of *&c.* over and above all Charges and Reprises, of a good, perfect and lawful Estate in Fee-simple, and that they have, or any of them hath, full power and lawful authority to charge the same with the said annuity or yeerly rent of, &c. in manner aforesaid; and that the said lands and tenements shall be at all times hereafter overt, and sufficient to distresses of the said *R. D.* his heirs; *&c.* when they shal come to distrain for the said rent, and every part or parcel thereof then behinde; and that they, the said I. W. their heirs, &c. shall and will at all times hereafter from time to time, keep, acquit, discharge, and save harmless the said Messuages, *&c* and other the premises (and every part or parcel thereof) of, and from all manner of former bargains, sale, jointure, *&c.* and all other Titles, Charges, and Incumbrances whatsoever, in such manner and sort that the said *R.D.* and his, *&c.* for ever, and every of them shall, and may have and enjoy the said annuity or yearly rent of, *&c.* and every part thereof, peaceably and quietly, without any let or interruption of any person whatsoever: And also that the said J. and W. I. and their heirs, shall and will at all times hereafter, at the reasonable

request of the said R. D. his &c. may do and suffer or cause to be made, done, and suffered all and every such further act and acts, thing and things in the law whatsoever, for the further assurance and making sure of the said annuity or yeerly rent of, *&c.* to the said R. D. his, *&c.* as shall be reasonably devised by the said R. his, *&c.* or by his and their learned Council, at the costs and charges of the Law, of the said I. and W. *Ives*, their heirs or assigns. Provided always, and it is covenanted, granted, and agreed between the said parties, for them, their *&c.* by these presents, that if the said I. I. and W. I. their heirs, &c. or any of them, shall well and truly content and pay, or cause to be well and truly contented and paid to the said R. D. his &c. (or any of them) at, or in the dwelling house of the said *R. D.* in H. aforesaid, in and upon the Eve of the Feast-day of the circumcision of our Lord God, which shall be in the year of our Lord, &c. between the hours of, &c. of the clock in the forenoon of the same day, the sum of, &c. good and lawful &c: at one whole and intire payment, that then, and from thenceforth the said annuity or yearly Rent of, &c. and every part thereof, shall cease and be extinguished for ever; and that then the said R. D. his &c. shall deliver up to the said I. I. and W. I. their, &c. So paying the said sum of, &c. this present deed, and all other assurances concerning the same annuity, to be cancelled and made void as aforesaid, and all other matters whatsoever to the contrary notwithstanding. In witness, &c.

An

An Annuity by Deed, &c.

TO all Christian people to whom these presents shall come, *A.B.* of C. in the county of *S.* Esq; sendeth greeting in our Lord God everlasting. Know ye, That the said A B. for divers good causes him thereunto moving, hath confirmed, given and granted, and by these presents doth give and grant (by the power aforesaid) unto *E. F.* and his assigns, one annuity or yeerly rent of 12.l. of lawful English money, to be wel ann truly paid unto the said *A.B.* out of all those Messuages, Lands, Tenements, and Hereditaments, with other of their several and respective appurtenances, lying scituate, and being in P. late in the possession of *L.M* known, or commonly called by the Name of *H:*'s Tenements, to have and to hold, receive, and take the said annuity or yeerly rent of 13 l: &c: to him the said *E:F:* and his, &c: after the decease of the said *A.B.* for, and during the time of, &c. if the said *E.F.* so lo long shall have life and health, the same to be had, received, taken, and paid by, and to him the said *E.F.* &c. at the Feast-dayes of St: *Michael* the Arch-Angel, by even and equal portions, the first Payment thereof to begin and take commencement at such of the said Feasts as shall first and next happen after the death of the said *A:B:* with a clause of distress, &c: as aforementioned:

Another Grant of an Annuity to a man and his wife during their Lives, &c.

THis Indenture made the, &c. between A.B. of, &c. in the county of S. Esq; on the one part, and C.D. Gent. of L. and A. his wife on the other part, witnesseth, That he the said A.B. of, &c. in the county of S. aforesaid, for, and in consideration of 12.l. of, &c. whereof, and wherewith they acknowledge themselves satisfied, &c. hath given and granted, and by these presents doth give and grant for him, his heirs, &c. unto the said C. D. of L. and A. his wife, the annual rent of fifty pounds of lawful, &c. by the year, by the said A.B. his heirs, &c. from henceforth yearly to be paid to the said C. and D. and their assigns by, and during the term of their natural lives, and the life of the longest liver of them at, or in the now-dwelling house of the said C. scituated, lying, and being in L. &c. by equal portions in every year, that is to say on the, &c. the sum of, &c. and on the twenty fourth, &c. the like sum of, &c. the first payment to begin, and to be made on the twenty fourth, &c. or on the fourth day of, &c. and so from thenceforward the said annuity or yeerly rent to have continuance, and to be yearly paid to the said C. and D. and their assigns, &c. upon the said dayes and appointed times, and at the said places,, during the time of their lives of the said C. and A. and the life of the longest liver of them; and the said

said A.B. doth covenant to, and with the said C. and A. his wife, That if and as often as it shall happen, the said annual rent of, &c. or any part or parcel thereof, to be behind or unpaid on, or after the said twentieth, &c. or on the twenty fourth of, &c. that then, and so often as that shall happen, during the term of the lives of the said C. and A. the said A. B. his heirs, executors, or administrators shall forfeit and lose to the said C. and A. and their assigns the sum of, 5 l. of, &c. in the Name of a penalty, and thereof shal make true payment to the said C. and A. and their assigns with that part of the said annuity of, &c. whereof default shall be made as aforesaid; and for the consideration aforesaid, and for a good and certain surety and assurance to be had and made to the said C. and *A*: of, and for the said annuity of, &c: to them the said C: and *A*: well and truly to be paid every year during the term of the lives of the said C. and A: and the life of the longest liver of them, according to the intent and true meaning of these presents; The said Sir A: B: for him, his heirs, &c: doth covenant, give and grant to the said C. *A*. his heirs, &c: by these presents, That the said Sir *A*: B: before the 26*th*. day of, &c: next ensuing, &c: by fine or fines to be levyed, with Proclamations before his Highness's Court of Common-Pleas at *Westminster*, according to the order and course of the Laws and Statutes of this Commonwealth, between the said C: and his said Wife, Plaintiffs, and the said Sir *A*: B: Deforceant, shall and will recognize all the whole Messuage or Tenement now in the occupation of the said Sir A: B: or his

Farmers or Tenants, and all Barns, Stables, out-Houses, with other the appurtenances thereunto belonging, or occupied, demised, or leased to, or with the same: and all those Lands, Tenements, &c. and all and singular the Messuages, &c: of the said A. B. in the towns, fields, &c. of, &c. in the County of, &c. by such convenient Name or Names as are, or shall be devised to be the right of the said C: D: as those which the said C:D: and A: his wife, shall have of the gift of the said A: B: and the same by the said fine shall remise and quit claim of him the said A: B: and his heirs, to the said C: and A: and the heirs of the said C: forever: and further the said A:B: shall by the same fine grant for him and his heirs, that he shal warrant the said premises with the appurtenances to the said C:and A: and to the heirs of the said C: against him the said A:B:and his heirs for ever: Which said fine or fines, and all and every of the said fines to be levied by the said A: B: to the said C:and A: and the heirs of the said C: or in any other manner of the said premises, with the appurtenances, or of any part or parcel thereof, before the next twentieth of, &c: next ensuing, by the Name or Names aforesaid, or by any other Name or Names whatsoever, shall be to the use and behoof of the said C: D: and A: his wife, and of the heirs of the said C: D: until a perfect recovery may be had of the premises against the said C: D: and his wife, by R:S: and R:H and the said R: H: and the said C: D: for himself, and A: his wife, and for the heirs and assigns of him the said C: convenanteth, with the said A: B: Gent: his heirs and assigns by these presents,

presents, That after the said fine or fines had and levied as aforesaid, he the said C. and the said A: his wife, shall suffer the said R: S: and R: H: to sue and prosecute one writ of Entry, *Sur disseisin in le post*, before the said Justices, &c: at *Westminster*, against the said C: D: and A: his wife, of all and singular the said Lands, Tenements, &c. with other the appurtenances by such convenient names and qualities as by the said A B: his heirs, &c: or by his or their counsel learned, shall be reasonably devised, or advised; in, and by which writ of Entry, *Sur disseisin le post*, so to be brought, the said C: D: and A: his wife, shall appear and vouch to warranty the common Vouchee, who after his Entry into the Warranty, and Imparlance being had, shall make default, to the end one common recovery may be had and prosecuted in all things, according to the usual manner and form of common receveries for assurances of Lands, &c. in such cases provided, used and accustomed; and that the same Recovery shall in due form of Law be executed accordingly; and it is witnessed, declared, covenanted and fully agreed by, and between the said parties, to these presents, That the said Recovery so to be had and prosecuted, and all other Recoveries of the premises, or any part thereof, between the said parties or any of them, before the said, *&c.* of, *&c.* next, *&c.* and the full execution of them, and every of them; and also the said fine and fines after the said Recovery so had and suffered, and also all and singular other fines and recoveries whatsoever, heretofore had, levied, acknowledged, and suffered, or to be had, *&c.* of the said

pre-

premiſes, or of any part thereof, by what Name or Names ſoever, ſhall be adjudged and taken to be to the uſes, intents and purpoſes hereafter in theſe premiſes mentioned, limited and expreſſed, and to none other uſe, purpoſe or intent; that is to ſay, to the uſe and behoof of the ſaid *A. B.* and of his heirs and aſſigns until default ſhall be made in payment of the ſaid annuity or annual yeerly rent of, *&c.* before, by theſe preſents granted as aforeſaid, or of any part thereof contrary to the true meanning of theſe preſents; and from, and immediately after ſuch default in payment had and made, as aforeſaid, then the ſaid fines, recoveries, and other the ſaid aſſurances aforeſaid, ſhall be adjudged and taken to the only proper uſe and behoof of the ſaid *C.* and *A.* and of the heirs and aſſigns of the ſaid C. for ever, and to none other uſe, purpoſe, or intent, (any before in theſe preſents contained, or any other matter or thing whatſoever to the contrary, in any wiſe notwithſtanding) and the ſaid A. *B.* for him, his heirs and aſſigns, covenanteth with the ſaid C. and A. *&c.* in form, *&c. viz.* That all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and all and ſingular other the premiſes, together with all their appurtenances, from and after any default of Parliament happening contrary to the effect and tenor of theſe preſents, of, or in the ſaid annuity, or any part thereof, ſhall be and remain unto the ſaid C. and D. and to the heirs, *&c.* of the ſaid C. for ever, clear and free diſcharged, exonerated, and acquitted, or otherwiſe by the ſaid A. B. his heirs, *&c.* from time to time, and at all times ſuffici-

ently save harmless, and from all and singular Farms, granes, bargains, sales, leases, charges, estates, bonds, titles, fine and fines, for alienation by these presents, joyntures, dowers, title of dower, amerciaments, arrearages of rents, and all other incumbrances wharsoever; the chief rents and services to be due and payable to the chiefe Lord, or Lord of the Fee, or Fees of the premises in respect of their seigniories onely; and all Leases made of the premises, or of any part thereof, for term of three lives, or one and twenty years, whereupon the old and accustomed rents or more, is reserved, and shall be yeerly payable, after such default made to the said C. and A. and the heirs of the said C. always exempted and foreprised; and further, the said A. B. covenanteth, That if it shall happen that default be made thereof contrary to the intent, purpose, and tenor of these presents, of, or in payment of the said annuity or yeerly rent of, *&c.* that then, and at the time of such default made, and from thence forth forever, the said premises shall be, or lawfully may be, and continue to the said C. and A. and to the heirs of the said C. for ever, of the full and clear yeerly value of, *&c.* above all charges and reprises; and that the same be now so holden and farmed; and further, that then, and for ever after the time of any such default so happening in payment of the said annuity, the said C. and A. the heirs of the said C. for ever, shall or may lawfully and quietly have, hold, and enjoy all and singular the said Mannors, &c. and then also, and from thenceforth shall or may lawfully have, take, receive, and enjoy all and singular

singular the rents, &c. thereof, and of every part thereof, to the onely use and behoof of the said C. and A. and of the heirs of the said C. for ever, without let, molestation, action, suit, entry, disturbance, or other interruption of the said A.B. his heirs and assigns, or any of them; and without any lawful action or molestation, &c. of any other person or persons whatsoever, except before excepted: and also the said A. B. do covenant, grant, and promise, &c. That he the said A.B. his heirs or assigns, within six months next after any default made contrary to the form and effect of these presents, of, and in any part of the payment of the said annuity, shall and will safely deliver, or cause to be delivered to the said C. and A. their heirs or assigns, or to some of them, at the now dwelling-House of, &c. all and singular such deeds, charters, evidences, books of survey, terriers, manuscripts, and mynuments, concerning the premises onely, or any parcel or part thereof, or which the said A.B. now hath, or which the said A. B. now hath, or which he and his heirs then shal have, without any suit in the Law, or other charge whatsoever, may then get, or come by together, with other true copies of all the manuscripts or writings, &c. which do concern the premises, or any part or parcel thereof, joyntly with other lands, tenements, &c.

Provided alwayes, That if the said A.B. his heirs, &c. shall happen not to make true payment according to the true intent and meaning in these presents above declared, of the said annual or yeerly rent, &c. and of all sum or sums of money to be forfeited, *Nomine pœnæ*, as aforesaid,

and

and of every part or parcel of them; but shall fail and make default in payment of the same, or any part or parcel thereof, contrary to the true meaning and intent of these presents; so that the said C. and A. and the survivors of them, or their heirs, executors, or assigns, or the heirs, &c. of either of them, then by reason of such default shall, or may from thenceforth lawfully possesse, enjoy, receive, and take all and singular the rents, &c. of all and singular the premises, with all the appurtenances thereunto belonging, according to the form and effect of these presents, as is above specified and declared; and that then the said annuity above, granted to the said C. and *A.* &c. and the longest liver of them, shall cease, determine, and be no longer paid; and moreover the said A. B. covenanteth, &c. that he the said *A.B.* his, heirs, &c. and Mrs. H. now wife of the said *A.B.* and all and every other person or persons, [otherwise then such Leases as shall lawfully claim for, and by reason of their Leases and Estates to be excepted] which have, or shall have, or shall ler, or may lawfully claim to have any Estate, Title, Right, or Interest of, in, or to the said premises, with their appurtenances belonging, or any part or parcel thereof, shall and will not onely at all times during five years next ensuing the date hereof, upon reasonable request acknowledge, make, do and suffer, and cause, &c. all and every such act and acts, thing and things, as by the said C. and *A.* or either of them, or the heirs and assigns of the said C. or by their counsel learned in the Law, shall be lawfully demised or advised for the further assurance, surety or con-

veyance

veyance, and sure making of all and singular the said Mannors Farms, &c. to be had, conveyed, and made sure to the said C. and A. and to the heirs and assigns of the said C. to the onely use and behoof of the said C. and *A.* and of the heirs and assigns of the said C. for ever, according to the true form and effect of these presents, and upon the conditions therein expressed and declared, and not otherwise; but alwayes, and at all times during seven years next, after any default made contrary to the intent and meanning of these presents, of, or in payment of the said annual, or yeerly rent of, &c. shall and will at, or upon the reasonable requests, and at the costs and proper charges in the Law of the said C. and *A.* or either of them, &c. make, do, acknowledge, &c. all and every such lawful act, and as the said C. and A. or either of them, &c. shall devise or advise therein by their, or either of their council, &c. for the further assurance of all and singular the said Mannors, Lands, Tenements, &c. to be had, conveyed, and made sure to the said C. and A. and to the heirs and assigns of the said C. and for the onely use of the said C. and D. and of their heirs and assigns for ever, without any manner of let or molestation soever; and also that he the said *A.B.* his heirs, &c. within one yeer next ensuing the date hereof, shall and will deliver, or cause to be delivered to the said C. and A. or the Survivors of them, or to their heirs, &c. at the now dwelling-house, &c. one Book of a plain and perfect Survey of all the said Messuages, Lands, &c. and of all and other the premises, with their appurtenances, containing

ing and expressing the Names of the Tenants and Occupiers of the Land and their Estates, and the yeerly Rents and Services, fairly and plainly written; and the said C.D. for himself and the said A. his Wife, doth covenant and grant, &c. by these presents, *That they the said C. and A. or their assigns, or the survivor of them, or his and her assigns, upon the receit of every payment of the said annuity of, &c. or sums, &c. forfeited* (Nomine pœne *to them, or any of them, to be made hereafter according to the true intent and meanning of these presents, shall and will upon request therefore to be made, deliver a writing under their hand, (or under the hands of the survivor of them) plainly testifying and reporting the same receit and payment from time to time so often as the said C. and A. or their assigns, &c. or his or her assigns shall receive any such payment,* In witness whereof, &c.

An

An Annuity for term of yeers, &c. with liberty to sell the Distresses.

THis Indenture made the, &c. between D. H. of N. in the County of N. Yeoman, the one party, and Sir D.L. Citizen and Haberdasher of *L.* on the other party, witnesseth, That the said *D.H.* in full satisfaction of all debts, duties, and demanands, which *D.C.* of *L.* Esq; deceased, did at the time of his decease owe unto the said Sir D. L. hath for him, his heirs, &c. and for every of them, given, granted, and confirmed, and by these presents for him, his heirs, &c. and for every of them, doth give, grant and confirm unto the said D.L. his Executors, &c. one annuity or yeerly rent of 20.l. of lawful English money, &c. yeerly to be issuing and going out of all that Park or grounds commonly called by the Name of Park-wood, in the Parish of N. in the County of S. and out of all whatsoever Lands, Mills, Tenements, Woods, Underwooods, and Hereditaments whatsoever, lying and being in the Park-Wood aforesaid, as out of all and singular other the Lands, Tenements, and Hereditaments of that said *D.H.* within the County of S. to have, hold, receive, levy, take and enjoy the said annual rent of twenty pounds, of, &c. unto the said *D.L.* his Executors, &c. from the thirtieth of, &c. which shall be in the year of our Lord, &c. for, and during the term of twen-

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ty yeers then next ensuing, to be compleat and ended, payable during the said term of, &c. at the usual place of tender, receit, and payment of money, commonly called, &c. scituated and being on the west part of E: in W. without fraud or guile on the first day of, &c. and the first payment of the said annuity or yearly rent, to begin on the second, &c. which shall be in the year, &c. And the said D.H. for him, his heirs, &c. shall and will yeerly during the said term of, &c. upon the second day of, &c. well and truly pay, or cause to be well and truly paid unto the said D.L his heirs, &c. at the, &c. aforesaid, the yearly rent of twenty pounds; and that if it shall happen the said annuity of, &c. to be behind and unpaid in part, or in all, at any of the days or times aforesaid, that then, and so often the said D.H. his heirs, &c. and every of them shall and will forfeit and pay unto the said D.H his heirs, executors, or assigns, for every such default in payment the sum of, &c. in the name of a pain or penalty; and that then, and at all times after, from time to time, so often, and when as any default of any payment of the said yearly rent, or of any part thereof, shall happen during the said term of, &c. to be made contrary to the limitation aforesaid, it shal and may be lawful unto, and for the said D.L. his, &c. and to every of them, as well for the said sum of, &c. so to be due and unpaid, as for the said, &c. to be as abovementioned, forfeited and lost, (*Nomine pœne*) into the said Park, commonly known by the Name of Parkwood, and all and singular other the Lands, Tenements, Hereditaments, and all other the pre-

miſs into any part or parcel thereof, to enter and diſtrain. And the Diſtreſſe or Diſtreſſes then and there ſo to be had and taken, and from thence lawfully to bear, lead, drive, and carry away without any manner of Reſcous or other ſuit of Replevin by the ſaid D. H. his heirs, &c. or any of them, or by any other perſon or perſons whatſoever, for them, or any of them, and that the ſaid D. his, heirs &c. and every of them, ſhall and may detain, retain and keep the ſame diſtreſſe or diſtreſſes irrepledgably until the ſaid D. his Executors, adminiſtrators or aſſigns, be as well of the ſaid annuity of, &c. which ſhall be due, and as aforeſaid unpaid, as of the ſaid ten pounds, to be as aforeſaid forfeited, [*Nomine pœnæ*] and of every part or parcel thereof; as alſo of the reaſonable coſts and expences (which ſhall happen by reaſon of the non-payment thereof ſuſtained) be fully ſatisfied, contented and paid; and if it ſhal happen that the ſaid yeerly rent of 20.l. and the ſaid 10.l. aforeſaid to be forfeited, &c. (for which the ſaid diſtreſſe or diſtreſſes ſhall be as aforeſaid had and taken) ſhall be behind and unpaid at the place aforeſaid, for the payment thereof by the ſpace of ſix dayes, on, or after any ſuch diſtreſſe or diſtreſſes ſhall be taken as aforeſaid, by the ſaid D.L. his executors or aſſignes for the ſaid ſums, or for any part thereof; that then, and ſo often it ſhall be lawful to, and for the ſaid D. his Executors, &c. and every of them, to cauſe the ſame diſtreſſe or diſtreſſes to be valued and prized, and according to the ſaid prizement to his or their own uſe to retain, or otherwiſe to ſell

the

the same at the will and pleasure of the said D. his Executors, &c. for the satisfaction and payment as well of the said annuity or yearly rent, &c. as of the said, &c. and also of the said costs, damages and expences; and the said D H. hath put the said D.L. in full possession and seizin of the said annuity by the delivery and payment to the said D. at the insealing and delivery of these presents, 6. d. &c. of, *&c.* and moreover the said D. H. for him, his heirs, &c. doth covenant, promise and grant by these presents, in form, *&c.* that the said Park, Lands, Tenements, and Hereditaments, out of which the aforesaid yeerly rent of 20.l. is limited to be issuing, and every part or parcel thereof, shal be from, and after the said thirtieth of, &c. *Anno Dom.* 1630. for & during the said term of one and twenty years from time to time, and at all times during the said term aforesaid, when, and as often as the said annual rent of, *&c.* and the said ten pounds to be forfeited, *Nomine pœne*; and if any part thereof shall happen to be behind and unpaid at the place aforesaid, appointed for the payment thereof, contrary to the limitation aforesaid, shall be liable, overt, and sufficient to the distress or the distresses aforesaid; and that the said D.L. his Executors and assigns, and every of them, shall and may from, and after the said 30. day, *&c.* for, and during the said term of, &c. according to the true meaning of these presents, have, receive and take the said annuity of twenty pounds, without any let, denial, or other interruption or hinderance of the said D. his heirs or assigns, or any of them, or of any other person or persons wharsoever, by his or their

means

means, right, title, or procurement; and that he the said D. at the time of the insealing and delivery of these presents, is seized in his Demesne as of Fee to his and their own use, of such good estate in fee-simple, of, and in three parts, in four parts to be divided of all the said Park and Grounds, called by the Name of Parkwood, as was granted to him and his heirs by his Highnesse under Letters Patents, dated at *VVestminster*, and of, and in the fourth part thereof, of such good and lawful estate as was to him granted and assigned; and that he the said D. his heirs, *&c.* shall well and truly pay, or cause to be paid unto his Highnesse, his heirs and successors, two hundred pounds, *&c.* according to the limitation, meaning, and true intent of these presents. *In witness whereof, &c.*

A Grant of an Annuity out of Land for term of life.

THis Indenture made, &c. between R. E. of L. Esq; on the one party, and R. K. Citizen on the other party, witnesseth, That the said R. E. in consideration, &c. hath given, granted, and by these presents do give and grant to the said R. K. one annuity or yeerly rent of 30 l. of lawful money, &c. to be yeerly issuing out of all the manner of the said R. with the appurtenances in the County of M. called the manner of P. to have, receive, percecve, take and levy the said annuity or yeerly rent of 30 l. to the said R. K. and his assigns, from henceforth, for and during the term of the natural life of the said R. the same annuity or yeerly rent, to be yeerly paid to the said R. or his assigns, during the life of the said R. at his now dwelling-house, scituate in L. &c. on the dayes of the Feasts, &c. or on the twentieth day next after every of the same Feasts-dayes, between the hours of, &c by even portions, in manner and form following, that is to say, The first payment thereof to begin at the circumcision, &c. next coming, &c. or on the twentieth day then next ensuing, and so from thenceforth to have continuance, and to be paid to the said R. or his assigns, at such times, and in such manner and form as above said, yeerly during the said natural life of the said R. and if it happen the said annual yeerly rent of 30 l. or any part or parcel thereof to be behind and unpaid to the said R. or his assigns, according to the true intent and meaning of these

Presents, at any time during the natural life of the said R. that then the said R. his heirs and assigns, for every such default of payment thereof, or of any part or parcel thereof, shall forfeit and loose to the said R. his executors and assigns, ten pounds, for and in the Name of a penalty; and that then, and at all times, so often as any such default shall happen, from thenceforth it may, and shall be lawful to, and for the said R. K. his executors and assigns, into the said manner of P. with the appurtenances, and all and singular the premises, and into all and every part thereof, to enter and distrain as well for the annuity or yeerly rent, issuing, &c. and all arrearages thereof, as also for all and every pain or pains aforesaid so to be forfeited as abovesaid, and all arrearages thereof, and all and every distress and distresses in the premises, or any part thereof to be found, lawfully to take and quietly drive, lead, bear, and carry away, and with them to hold and keep, until of the said yeerly rent, and pain or pains aforesaid, and all arrearages thereof, together with all their costs and damages in that behalf sustained, they shall be fully paid and satisfied; and the said R. E. for him, his heirs, &c. doth covenant, premise, give and grant, &c. in manner and form, &c. That the said manner of P. with the appurtenances thereunto belonging, shall be and continue chargeable and lyable to all and every the distress and distresses of the said R. and his assigns, according to the true intent and meaning of these presents, there to be had and taken at any time, for default of payment of the said annuity or yeerly rent, and pain or pains aforesaid, so to be forfeited, or any part or parcel thereof, as is above specified.

And

And further, That alwayes during the natural life of the said R. K. the said Mannors, and other the premises, shall be contented of the clear yearly value of 25 l. of lawful, &c. over and above all reprises; and that he the said R. E. now is the very true perfect, lawful, and right owner of the said Mannor of P. together with the appurtenances belonging thereunto, and of every part and parcel thereof, a good, lawful and sure Estate of inheritance in fee simple or fee-tail, generally to his own proper use and behoof.

And moreover, that the said R. E. and his heirs, if it shall be found hereafter that the assurance of the said annuity by these presents made, shall not be a full and sufficient assurance thereof to the said R. K. in manner and form aforesaid, that then upon the information thereof given, and request made to the said R. or his heirs by the said R. K. or his assigns, the same R. E. or his, &c. shall at their own proper costs and charges in the Law, make all such further assurance thereof to the said R. K. of the said annuity for term of the natural life of the said R. K. onely, as by his, and his learned Counsel he shall be lawfully and reasonably demised, advised, and required. In witness whereof, &c.

A Grant of an Annuity issuing out of Land to a man for term of his life, with special Covenants.

THis Indenture made, *&c.* witnesseth, That the said M.S. for a certain sum of lawful English money, &c. to him before the insealing and delivery of these presents, paid by R.E. hath given, granted and confirmed, and by these presents do give, grant, and confirm for him and his heirs to the said R. E one annuity or yeerly rent of 100.l. of lawful, &c. to be issuing and going out of the Mannor of E. in the said County of S. to have, hold, levy, and yeerly perceive, receive, take and enjoy the said annuity or yeerly rent of 100.l. to the said R.E. and his assigns, from the last day of, &c. next ensuing the date hereof, for, and during the term of the natural life of the said R. E. the same annuity or yeerly rent, to be yeerly paid to the said R. and his assigns, at the place of his now dwelling-house, scituate, lying, and being in W. adjoining to the Church called S M. on the twenty fourth day of *Nov.* and the last day of J between the hours of, &c. the first payment thereof to begin, and to be made on, *&c.* next coming; and if it shall happen the said annuity or yeerly rent of, *&c.* or any part or parcel thereof to be behind and unpaid to the said R. during his life, according to the true intent and meaning of these presents, that

that then for every such default of payment thereof, or any part or parcel thereof, the said *M.S.* his heirs or assigns, shal forfeit and lose to the said R. his executors and assigns, the sum of five pounds of lawful English money, for, and in the Name of a pain; and that then and at all times so often as any such default shall happen, from thenceforth it shall and may be be lawful to, and for the said R. his heirs, executors and assigns, into all and every of the said Mannors, Messuages, Lands, Tenements and Hereditaments, or any part thereof, to enter and distrain as well for the said annual rent of, &c. and all arrearages thereof, as also for, and in consideration of every pain and pains aforesaid, so to be forfeited as aforesaid, and every distresse and distresses in the premises, or any part or parcel thereof, to be found lawfully and quietly to enter and take, lead, bear, drive and carry away, and them to keep and hold until all of the said yeerly rent of, &c. and pain and pains aforesaid so forfeited, together with all the costs, damages, and arrearages thereof in that behalf sustained, be fully paid and satisfied, and that if every such distresse and distresses so to be taken and had as aforesaid, shall not (from time to time, so often as any such shall be taken) be redeemed from the said R. his heirs, &c. within the space of twenty dayes next after the taking thereof, that then it shall and may be lawful to and for the said R. and his assigns to make sale of all such distress and distresses as above mentioned, and thereof to take, receive, levy, and enjoy the arrearages of the said annuity or yeerly rents, and payments of the pain and pains aforesaid

said so forfeited, without molestation, impeachment or vexation of any person whatsoever; and that the said S for him, &c. and every of them, doth covenant, &c. by these presents, in manner and form following, that is to say, That he the said, &c. now at the time of the insealing of these presents, is, and standeth lawfully and solely seized of a good, perfect, sure, and absolute Estate, &c. in his demesne as of fee simple, without any condition, to the onely use and behoof of himself and his heirs, of, and in the said Mannor of D. in the County of *VV*. together with the appurtenances thereunto belonging; and if during the life of the said R. the said mannor with the appurtenances belonging, shall be and continue; the said *N.S.* his heirs and assigns, of the clear yeerly value of, &c of lawful, &c. or above and beyond all costs, charges, and reprises; and that also during the time the said mannor with the appurtenances in C. shall be and continue to the said M. his heirs and assigns of the clear yearly value of, &c. of lawful, &c. or above and beyond all charges and costs; and the said Mannors, Messuages, Lands, Tenements and Hereditaments, and all and singular the premises, with the appurtenances belonging, and every part and parcel thereof, scituate, lying, and being within the said County of W. during the said natural life of the said R. from time to time shall be, continue, and stand liable, chargeable, and sufficient to all and singular the distress and distresses of the said R. and his assigns, so often as any occasion of distress shall be given to him or them, according to the true intent and meaning

of these presents; and further, that the said manors, messuages, lands, tenements, and hereditaments, and all other the premises with the appurtenances belonging, during the life of the said R. now are, shall be, and stand clearly discharged and acquitted, or otherwise sufficiently sav'd harmless of, and from all & singular grants, titles, states and incumbrances whatsoever, which contrary to the intent and true meaning of these presents, shall or may bar, avoid, prejudice or hinder the said R. or his assigns, to have, take and receive, levy and distrain for, and enjoy the said annual rents, or any part thereof; and the pain or pains aforesaid, or any parcel thereof, (if any such happen to be forfeited;) And moreover that the said R. during his life, shall be well and truly contented and paid the said annuity or yearly rent of, &c. and every part thereof, according to the true intent and meaning of these presents, without any fraud or guile; and the said R. for him, his executors, &c. covenanteth, &c. that if the said M. his heirs, &c. do well and truly hold, or serve, perform, fulfil, and keep all and singular covenants, grants and articles above mentioned, for the part of the said S. his heirs, &c. to be holden, fulfilled, performed, or kept; that then one recognizance or writing obligatory, bearing the date of these presents, knowledged before the L. Mayor of the City of L. according to the form prescribed by the Statute of late made and provided for recovery of debts, wherein the said R. his, &c. doth stand firmly bound by these presents to the said M. in the sum of 20 l. shall be made void and frustrate, or else the same recog-

nizance

nizance or writing-obligatory, to ſtand and abide in all its force, effect, ſtrength and vertue, any thing in theſe preſents above-ſpecified or contained, to the contrary thereof in any caſe notwithſtanding. *In witneſs*, &c.

An Annuity granted for two lives, with the Inheritance of Land aſſured to the payment thereof.

THis Indenture made &c. between R. I. and W. I. &c. on the one party, and E.S. and A. his Wife, on the other party; Witneſſeth, that the ſaid R. and W. for, and in conſideration of the ſum of 20.l. whereof &c. have given and granted, and by theſe preſents for them, their heirs, executors, and adminiſtrators, do give and grant to the ſaid E.S. and A. his Wife, one annuity or yeerly rent of 40 l. &c. by the ſaid R. and W. their heirs, executors, adminiſtrators, or aſſigns, or by ſome of them, from henceforth yearly to be paid to the ſaid E. and A. and their aſſigns, and to the Survivors of them, and the aſſigns of the Survivor of them, by, and during all the tearm of the natural life of the ſaid E. and A. and the natural life of the longer liver of them, at, or within the Counting houſe &c. or at the place where the ſaid Counting-Houſe now ſtan-

deth

deth, at two equal payments in every year, that is to say, in manner and form following, *viz.* on the 30. day of, &c. between the hours of &c forty pounds, and on the eighteenth day of &c between the like hours in the fore-noon of the same day, forty pounds; the first payment thereof to begin, and to be made on the eight and twentieth day of &c. next, &c. and so from thenceforth to have continuance, and yearly to be paid to the said E. and A. and the longer liver of them every year, upon the said dayes, and within the said times, and at the said place, during the natural lives of the said E. ond A. and the natural life of the longer liver of them; and for a good and certain assurance and surety to be had and made to the said E. and A. his wife, of, and for the said annuity and yeerly payment of, &c. to them, and to the Survivor of them, wel and truly to be made every year during their natural lives, and during the natural life of the longer liver of them, according to the tenor, effect, and true meaning of these presents. The said R.I. hath given, granted, bargained and sold, and by these presents doth clearly and fully bargain and sell unto the said E. and A. his wife, and to their heirs and assigns, all that the Mannor, &c. and all that the Mannors, &c. and all and singular the Messuages, Lands, Tenements, Woods, Under-woods, and Hereditaments to the said Mannors, &c. and all and singular Courts, &c. and all the Right, &c. to have and to hold the said Mannors, Messuages Lands and Tenements to the said E. and A. his wife, their heirs and assigns, to the onely use and behoof of the said E. and A. their heirs and assigns;

signs; and the said W.I. hath given, &c. unto the said E. and A. his wife, and to their heirs and assigns, all and singular the Mannors, Messuages, Lands, Tenements, Woods, Under-woods, Rents, Reversions, Services, Profits, Commodities and Hereditaments, which the said W. I. hath, or ought to have within the Parish of C. in the County of S. to have, &c. *ut preantea*. Provided alwayes, and it is conditioned, granted, and concluded, and agreed by and between the said parties to these presents, for themselves, their heirs, &c. by these presents, That if the said R.I. or W.I. or either of them, or their heirs, &c. do well and truly content and pay, or cause, &c. to the said E. and A. and to the Survivors of them, and their assigns, and the assigns of the Survivors of them, the said annuity and yeerly payment of fourty pounds, at two equal payments every year, yearly, during the natural life of the said E. & A. and the natural life of the longer liver of them, on the thirtieth day of &c. & on the eighteenth day of, &c. from thenceforth at the place, and between the hours there limited and appointed, in, and by these present Indentures; and if it shall happen the said E. and A. nor either of them, nor any other authorized by, and from them, or either of them to be present at the place and times limited and appointed for the payment of the said annuity, ready to receive the said payment; then if the said R. and W. their heirs, executors, and assigns, or one of them, do upon demand to be therefore made at the now dwelling house of the said *R.I.* at, &c. by the said

said E. and A. or any other authorized for them, or for one of them, at, & upon the &c. next after any of the said days and times before limited & appointed for the payment of the said yearly rent, pay, or cause to be paid to the said E. and A. or their lawful assigns or attorney, so much of the said yearly rent or annuity as then shall be behind and unpaid, and all the arrearages of the same; then the gift, grant, bargain and sale made of the said Mannors, Messuages, Lands and Tenements, and all other the Premises by these presents bargained and sold to the said E. and A. and to their heirs, shall be clearly and utterly void and frustrate to all intents and purposes, as though the same had never been made. And that then, and from thenceforth it shall be lawful to, and for the said R. and W. their heirs and assigns, to enter into the said manners, messuages, lands, tenements, and hereditaments, by them severally bargained and sold by these presents as aforesaid, and the same to have again, and repossess, as in their several former Estates, any thing in these presents contained, to the contrary thereof in any wise notwithstanding. And that then, and from thenceforth the said E. and A. and their heirs and assigns, and all and every person and persons to be seised of the premises, or any part thereof by form, or under the state of the said E. and A. or either of them shall stand and be seized of the said Mannors &c. in the said County of D. to the onely use of the said R.I. and of his heirs, and to none other use or uses whatsoever; and of the said mannors, messuages, &c. in the said County of S. to the onely use and behoof of the

W. I. and of his heirs, and to none other use or uses whatsoever; and that then also all assurances to be made of the premises, and of every part and parcel thereof, shall be to the said last recited several uses, and to none other. And the said R. and W. for themselves, &c. and do covenant and grant, and either of them covenanteth, &c. in manner and form following, *viz.* That the said I. at the time of the ensealing and delivery of these presents, is the true and lawful owner of the said mannors of *M.* and of the same mannors and premises in his own right, and to his own use is, and standeth lawfully and solely seised in his demesne of Fee-simple, without any condition, mortgage, limitation of use, or uses; and that he hath good right, title, power, and authority, to give, grant, bargain, sell, and assure the said mannors, and all other the premisses in &c. to the said E. and A. and to their Heirs and assigns, in form aforesaid.

And further that the said W. I. hath power to sell, and is solely seisep in the mannors &c. in &c. *in forma Prelimitata.* And also that the said mannnors and other the premisses in &c. and the said messuages &c. in M. now are, and from, and after any default of payment of the said annuity, or any part or parcel thereof, hapning contrary to the form and effect aforesaid, shall be, stand and continue to the said E. and A. and to their heirs and asigns for ever, clear and free discharged, exonerated and acquitted, or otherwise by the said R. and W. or their heirs, or by one of them aud his heirs, from time to time, and at all times sufficiently saved harmlesse of, and from all

l and singular former grants, bargains, sales, ies, charges, estates, titles, fine, and fines, for ienation by these presents, joyntures, dowers, nertisements, arrearages, of rents, and all other cumbrances whatsoever, the chief rents and ser-ces to be due and payable to the chief Lord or rds of the Fee, or Fees of the Premisses, in re-ct of their Seigniory onely, and all Estates d Grants made and granted for one, two, three four lives of the Premisses, according to the tom of the said mannors &c. and also one ase &c. and also all Estates and Grants here-fore made and granted of the customary and py-hold Lands, tenements, and hereditaments, &c. aforesaid, or of any part thereof, for term one, two, three, or four lives, upon all which ants, Leases and Estates, the old and ancient rly rents and services, or more, have been re-ved, and from henceforth during the several ntinuances in the said Leases and Estates, to be e and papable to the Owner and Owners of the version of the Premisses onely except and e-p.ised.

And further, that the said R. I. and W. I. do enant &c. That if it do fortune that the said nuity and yeerly payment of a hundred pounds d every part thereof, be not well and truly con-ted and paid to the said &c. and to their as-ns, and to the Survivor of them; and to the igns of the Survivors of them; during the rm of the longest liver &c. according to the nor and purport of these presents, that then, d at the time of such default made in payment ereof, or of any part thereof, and from thence-

forth for ever the said mannors and premises in B. &c. shall or lawfully may be and continue to the said E. and A. and to their heirs and assigns, of the clear yeerly value of &c. of old and ancient rent not inhaunced or improved, at any time or times within the space of ten years now last past, over and above all charges and reprises whatsoever: And also that then, and from, and after the time of such default made in the payment of the said annuity or yeerly rent, or any part or parcel thereof, as is aforesaid, and from henceforth for ever the said messuages, lands, tenements and hereditaments in C. &c. shall be of the yearly value of, &c. and that the same lands, tenements and hereditaments in C. aforesaid, now be let and leased for the yeerly rent of, &c. and so the same be holden and farmed.

And further; that then, and for ever after the time of any such default so happning in payment of the said annuity of, &c. and any part thereof, as is aforesaid; the said E. and A. their heirs and assigns, shall, or may lawfully have, hold, and enjoy the said mannors, messuages, &c. by these presents, bargained, &c. and then also, and from thenceforth, shall, or may lawfully have, take, perceive, receive and enjoy all and singular the rents, issues and profits thereof, and of every part thereof, to, and for the onely commodity and use of the said E. and A. and of their heirs and assigns for ever.

Here followeth an Article for delivery of the Evidence upon default.

Provided alwayes, that if the said R. I. and W. I. their heirs and assigns, or any of them, shall hap-

happen not to make true payment to the said E. and A. and their assigns, and to the longest liver of them, and his assigns, of the said annuity and yearly payment of, &c. by, and during the term of the natural lives of the said E. and A. and the survivor of them, according to the form and effect of these presents, but shall make default in payment thereof, or of any part or parcel thereof, so that the said *E.* and *A.* and their assigns by reason of the said default, shall, or lawfully may from thenceforth possesse and hold the said manors, &c. and other the above-bargained premises, and have, enjoy, perceive, and take the rents, revenues, issues, and profits thereof, according to the intent and true meaning above expressed and declared in these presents, That then the said annuity or yeerly payment of, &c. by these presents above bargained to the said E & A. his wife, shall cease, determine, and be no longer paid: A covenant here followeth for making assurance, &c. of the premises to be conveyed and made sure to the said E. and A. &c. and to their heirs and assigns, according to the true meaning of these presents, and upon the conditions therein contained, and not otherwise; so as the said demise, assurance, or assurances, extend not to take away or diminish such interest and estate as the said R. and W. have, or either of them, or the heirs and assigns of either of them, is, or are of right to have in the premises; and so also as the same extend not to take away, or to impaire any such Lease or Interest for term of years, as the said R. and W. or either of them in the meane time shall have of the Grant and Demise of the

said E. and A. or either of them, nor any Rent or Profit which they are to have by reason of any such Demise.

Here followeth a Covenant for making absolute assurance after breach of payment of the annuity or yeerly rent; and then a Covenant on S. his part, for giving an Acquittance upon every payment of the said annuity made according to the form of this Indenture. *In witness whereof*, &c.

A Clause to sell the Distresse.

AND the Granter covenanteth with the Grantees, &c. That if every such distresse and distresses so to be taken and had as aforesaid shall not from time to time, so often as any such shall be taken, be redeemed from the said *R.* and *S.* and the Survivor of them, their Executors or Assigns within the space of, &c next after the taking thereof, that then it shall, and may be lawful to, and for the said, &c to make sale of all and every such distress and distresses as aforesaid and thereof to have, levy and enjoy the arrearages of the said yeaily rent and payments of the pain and pains aforesaid, forfeited as aforesaid without any molestation vexation, or impedi- ment of any person or persons whatsoever.

A Covenant to give an Acquittance.

AND the said I. S. and A. his wife, for themselves, their Executors, &c. do covenant, &c. that the said I. and A. his wife, and their assigns, upon the receit of every payment of the said annuity or yeerly rent to them, or any of them hereafter to be made, according to the true meaning of these presents shall, and wil upon request therefore to be made, deliver a writing under their hand and Seal, plainly testifying and eeporting the same receit and payment from time, so often as the said I. or A. or their assigns shall receive any such payment.

A Clause for putting one in possession of an Annuity.

AND the said I. H. hath put the said I. I. in full possession and seisin of the said annuity or yeerly rent of forty pounds, for, and during all the said term of, &c. well and truly to be paid in form aforesaid, at the ensealing and delivery of these presents, and in part thereof did pay and deliver to the said I. one silver Groat of lawful English money, which the same I. hath received accordingly, and folded the same about the label of that part of these pre-

sents, which is sealed with the signe of the sai
I. H.

An Assignment of a Lease of a Mannor of Rents reserved upon under Leases thereout made, &c.

THis *Indenture, &c* between Sir *N.* of *L.* &
on the one party, and W F. and M. of L. o
the other party, witnesseth, That whereas T
A. Gent. Son and Heir of T. A. Gent. brother
the late T. A. L. Chancellor of E. by his Inden
ture of Lease, bearing date the 26. day of, &
did demise, *&c.* to T. B. Gent. all that his Man
nor of W. F. with the appurtenances thereun
belonging in the County of E. which he the sai
T. A. then had in reversion, after the decease
the Lady E.A. late wife of the above-named, &
then having the actual possession of the said man
nor; to have and to hold, *&c.* all and singular th
said mannors with the appurtenances, unto th
said T.B. his Executors or Assigns, from the Fea
of, &c. immediately following next after the de
cease of the afore-named E.A. unto the end an
term of seven years, from thence, *&c.* yeilding
and paying therefore yearly unto the said T.A
his heirs and assigns, six and thirty pounds of, &c
by the year, at two terms of the year, in manne
and form following, *viz.* at the Feasts of the &c
and S. *M.* the arch-Angel, by even portions, du
ring the said term, as by the said Indenture o
Lease

Lease, &c. And whereas the said T.B. by his Indenture dated 21. *Aug. &c.* did bargain, sell & set over unto G.N. Knight, Father of the said N. all his said Indenture of lease of the said Mannor of W.F. with the appurtenances; and all his estate, right, title, use, interest and tearm of years, which he then had to come of, and in the said mannor, and all other the Premisses, by vertue of the Indenture of Lease first in these presents recited; To have and to hold the said mannor with the appurtenances belonging, unto the said G.N. his executors and assigns, from the Feast of S. *M.* next and immediately following the decease of the aforenamed Lady E.A. unto the full end and tearm of all the years then to come, as is above specified and compriled in the said former Indenture of Lease, as by the said Indenture made of the bargain, sale, and assignment aforesaid, more at large may, and doth appear.

And whereas the said G. N. by his Poll-Deed under his seal, dated the 27 of, *&c.* for, and towards the better maintenance and preferment in living of the said N. his son, and for other reasonable causes him moving, did give, grant and assign, and by these presents do give, grant and set over unto the said N. his estate, right, title, interest, and tearm of years, of, in, and to the said mannors of, &c. with all and singular appurtenances, To have, hold, possess and enjoy the said mannor, with all and singular the appurtenances to the same belonging, to the said S. his executors and assigns, from, and after the date of the said Poll-Deed, *&c.* during the residue of the said &c. as by the said, &c. the said N. for, and in consideration of the sum of, *&c.* of lawful, *&c.*

whereof,&c. hath bargained, sold, assigned, and set over, and by these presents doth wholly, clearly, and absolutely bargain, &c. to the said W.F. all his Estate and tearm of years of, and in the said mannor of W. F. with all and singular the appurtenances in the said County of E. and the right, title, interest, reversion, demand and tearm of years whatsoever, which the said S. hath, or may, or ought to have in, or to the said mannor with the appurtenances, and every, or any part or parcel thereof; and all leases, writings, indentures, bonds, exemplifications, Court-rolls, rentals, escripts, and minuments whatsoever, which the said Sir N. hath, touching or concerning the said mannor with the appurtenances, or any part thereof, and all and singular rents, and other profits whatsoever, reserved upon any lease or leases heretofore made of the premisses, or any part thereof, with all the anvantages commodities, and benefits in law whatsoever, which lawfully may be had, used, or taken upon any Covenants, Grants, or agreements contained in the said leases heretofore made of the premisses, or any part thereof, either by the said G. N. or the said S. N. and of all and singular bonds whatsoever, to them or either of them, made for, or touching the premisses, or any part thereof to have and to hold, and also to possess and enjoy the said manner, with all &c. the appurtenances belonging, and all the said Estate, Right, Title, Interest, Reversion, Reversions, Demand, and Tearm of years of the said in S. in, and to the same, and all the said leases, writings, indentures, bonds, exemplifications, court-rolls, rentals, escripts & Minuments, all & singular the rents & profits aforesaid, and all

every

the advantages, commodities & benefits aforesaid, & all & every other the premises above-specified, to be bargained and sold unto the said W. F. his executors, administrators and assigns, by, and during all the residue of the said tearm of sixty years, mentioned in the said original Indenture of Lease, and yet to come.

And the said S. N. for him, his heirs and assigns, covenanteth, &c. in manner and form, &c. that is to say, That the said conveyance made of the Premisses, from the said T. B. to the said G. N. and the said conveyance thereof made from the said S. G. to the said S. are good, lawful, and perfect conveyances of the said mannor, and every part and parcel thereof, according to the purport, effect, and true meaning of the said conveyance: and that by virtue and force thereof, the said S. at the ensealing and delivery of these presents, hath lawful right, title, interest and authority, to bargain, sell, assign, and set over the Premises, and every part thereof to the said W. F. his Executors and assigns, according to the intent and true meaning of these presents.

And also that the said mannors with the appurtenances, and all and singular other the said Premisses at the ensealing and delivery of these presents, shall be, and from henceforth, by, and during all the residue of the said tearm of sixty years to come, shall stand and continue to the said W. his executors and assigns, clearly and freely discharged, or otherwise from time to time within convenient time, after notice and warning given, kept harmless by the said S. his executors or administrators of, and from all and singular former bargains, sales, leases, forfeitures, re-entries,

cause,

cause and causes of forfeiture, or re-entry, arrearages of rents, charges, estates, titles, incumbrances whatsoever, had, made, done, given or caused by the said S. G. and S. or either of them, and by the means or procurement of them, or either of them, or any other person or persons lawfully claiming, in, by, or from them, or any of them, the rent, covenants, conditions, premisses, and agreements, specified in the same Orignal which on, and for the party of the said T. B. and his assigns, hereafter shall grow due to be paid and performed. And one Lease made by, &c. by Indenture dated &c. unto, &c. of the Capital place or chief Mansion of the said mannor, and divers other parts of the said Mannor, to hold to the said, &c. and his assigns, from the Feast, &c. to the end &c. upon which Lease there is reserved, and shall, or lawfully may be payable yeerly during the continuance of the same Lease unto the said W. F. & his assigns, the yearly rent of, &c. of lawful &c. And also the several estates made to the several Copy-holders of the said mannor, according to the custom of the said mannor; whereupon the old accustomed rents and services are reserved yearly to be paid and done during the said Estates, according to the old custom of the said mannor, alwayes fore-prised and excepted.

And also the said S. N. for him &c. covenanteth &c. That the said W. his Executors and assigns, from henceforth shall, or may lawfully have, possesse, and enjoy all the right, title, interest, and term of years of the said S. N. of, in, and to the said mannor with the appurtenances there-

thereunto belonging; and all other the premisses, with the yearly rents and services before-mentioned, according to the several reservations of the same, without any let, disturbance, or vexation of the said G. and S. or either of them, or of any other person or persons whatsoever, by the means, title, or procurement of them, or either of them (except onely as before in these presents excepted.) And that the said G. N. and S. N. and either of them, and the executors and administrators of them, and either of them shall, and will from time to time agree, permit and suffer, that the said W. his executors, administrators, and assigns, at his and their proper costs and charges, may by all and lawful means sue and prosecute all, and all manner of actions, suits, processes and recoveries upon, or by reason of any covenants, grants, or agreements, by any person or persons heretofore made, either with the said G. or S. by any Indenture or writing aforesaid, and upon, or by reason of any bond, statute, or recognizance to them or either of them made for performance of the said covenants, grants or agreements, or any of them, touching the said Leases and Demises, or otherwise for any other cause touching the Premisses.

And moreover, that the said S G. and S. their executors, administrators and assigns shall at all times allow and avow all and every the said actions, suits, processes, and recoveries in their, or either of their Names to be had or prosecuted at the onely costs and charges of the said W. his executors, administrators or assigns; and that all

benefits

benefits and advanteges coming or growing of, or by the said actions, suits, processes and recoveries shall and may be had, taken, and quietly enjoyed to the said W. his Executors, Administrators and Assigns, without let or molestation of the said G. and S. or either of them, of, or by reason of any act or thing to be done, knowledged, or procured by them, or either of them, without the consent of the said W. F. his executors, administrators and assigns; and further, that they the said G. or the said S. or either of them, hath not released or discharged any of the bond or bonds, obligations, or recognizances hereafter mentioned, that is to say, one recognizance inrolled in the Court of Chancery, knowledged by the said E. P. and others, to the said G N. touching the Covenants of the Lease aforesaid, made, *&c.* and one Obligation of, &c. dated the *&c.* made by the said *&c.* and the said W. F. for him, his heirs and assigns, covenanteth, *&c.* That he the said W. his executors, administrators, or assignes, at, or upon the reasonable request to them, or any of shem in that behalfe to be made by the said T. A. the Leasor aforesaid, or his heirs, shall at the end of the said term of twenty years, deliver, or cause to be delivered to the said T. A. his heirs or assigns, all such Evidences, Court-Rolls, Minuments, Escripts, and Writings, as he the said VV. his executors or assigns, have received, or shall receive of the said S. his executors or administrators, touching the Inheritance of the Premisses. or any part thereof: And such Court-Rolls

and

and Rentalls, as hereafter in the meane time shall be made or renewed of the Premisses, or any part thereof, by the said VV. his Executors, Administrators, or Assigns, and with them at the end of the said tearme of twenty yeares, shall be in the custody of the said VV. or his Assignes. *In witness whereof, &c.*

Another

Another Assignement.

THis Indenture made, &c. witnesseth, That whereas W. H. &c. by a certain Statute or Recognizance, bearing date, &c. recognised and sealed before R. C Knight, then L. Chief Justice of England, according to the form of the Statute late made and provided for the recovery of debts, became bound to the said W.C. in the sum of, &c. of lawful, &c. payable, as by the said Recognizance more plainly may appear, The said W. C. for divers good considerations him thereunto moving, doth by these presents fully and clearly give, grant, alien, assign, and set over unto the said R.S. his executors, administrators and assigns, to his and their own proper use and behoof for ever, the said Recognizance and the debt and duty therein contained, and all and every the execution, benefit, estate and interest that may be had, obtained or gotten by reason of the said Recognizance or any Execution sued out, or to be sued out thereof: And the said W.C. doth by these presents make, ordain, constitute, and put in the place and places of him, the said W.C. his executors and administrators, and of every of them the said R. S. his executors, administrators and assigns and every of them, the true, lawful, and irrevocable Attorney and Attorneys of him the said W. his executors and administrators, and of every of them, for him and them, and in his and their Name or Names, To ask, levy, recover and receive of the said W.H. his heirs, executors, and administrators, and every of them the said sum of, &c. contained in the said Recognizance, and e-

very

every part thereof, and also to sue the execution of the said Recognizance: And also the said W. C. for him, his executors and administrators, doth by these presents give power and authority to the said R.S. his executors, administrators and assigns, and every of them, for, and in the Name and Names of him the said R.C. his executors and administrators, and every of them, to do, cause, and procure to be done, all and every act and acts, thing and things, that is, or are to be done, or that may be done, for, in, or about the suing out of Execution upon the said Recognizance, or for, or touching the obtaining or getting of the debt and duty therein contained, and every or any part thereof, in as large, ample, and beneficial manner and form, as the same may be done in, or by the Law.

And the said W. C. covenanteth, &c. in form, &c. That he the said W. his executors and administrators, and every of them, shall and will from time to time, and at all times hereafter, without fraud, guile, deceit, let, or molestation, suffer the said Letter of Attorney, and the power and authority given or limited by these presents, to stand and continue in full strength, force and effect, without any revocation or disannulling thereof, either directly or indirectly; and that the said W. C. or any other by his means, consent or authority, at any time heretofore hath not done or assented unto; and that he, his executors, administrators or assigns, or any other by his or their means, consent or procurement, shall not at any time or times hereafter, without the consent and agreement of the said R. S. his executors, administrators or assignes, first thereunto to be had in writing under his or their hand and seal, or hands and seal, do or consent unto any manner, act or acts, or things whatsoever, whereby,

by, or by reason whereof the said Recognizance or debt therein contained, or any part or parcel thereof, any execution, suit, benefit, estate, or interest, that is, shall, or may be had or sued upon, or by reason of the same Recognizence in any wise, is, shall, or may be made void, released, barred, discharged, hindered or incumbred, other then for one assignement over of the said Statute and a Letter of Attorney heretofore made by him the said VV. for the suing out of the execution upon the said Statute unto R. C. which is meant, mentioned, and intended not to be any breach of any Covenant, Grant or Promise in these presents to be contained. And that he the said R. S. his executors, administrators and assigns, and every of them shall, or may by force of these presents lawfully ask, levy, recover, receive, perceive, and enjoy the said sum of, &c. and every parcel thereof, to his and their own proper use and behoof, without let or interruption of the said VV. C. his executors, administrators or assigns, or any of them, and without any account or other thing of, or for the same, or any part thereof, to be yeilded or demanded to, or by him or them, or any of them. And that all suits, extents and executions, estate and interest to be had or prosecuted, or obtained upon, or by reason of the said Recognizance, shall be, and may be had, taken and enjoyed to, and by the said R. S. his executors and assigns, to his and their own proper use, benefit and behoof, notwithstanding any act or thing done, or to be done by him the said VV. his executors or administrators (other then before in these presents are excepted and fore-prised) And also that he the said R. S. his executors, administrators and assigns, and every of them, shall and may from time to time, and at all times hereafter at his and

their

their will, liberty and pleasure, and at his and their costs and charges in the Law, have, take and sue out all, and all manner of lawful actions, suits, writs, processes, executions, Petitions and demands whatsoever, by and upon the said Recognizance, in the name of him the said W. his executors and administrators, and every of them, against all and every person and persons whatsoever, chargeable, or to be charged by force of the said Recognizance in any manner whatsoever.

And further, That he the said W.C. his executors and administrators, and every of them, shall and will at all times hereafter, and from time to time, and at the like costs and charges of the said R.S. his executors, administrators and assigns, avow, justifie and maintain with effect, all and every such Actions, Suits, Writs, Processes, Executions and Demands whatsoever, which he the said R.S. his executors, administrators and assigns, at any time hereafter shall have or sue out in the name of him the said W. his executors and administrators or any of them, by, upon, or by reason of the said Recognizance, without non-suing, disavowing, discontinuing, withdrawing or discharging of the same, or any of them, unlesse the same be by and with the special consent and agreement of the said R.S. his executors or administrators in that behalf first had and obtained in writing under his or their hand and Seal, or Hands and Seals.

And moreover that I the said W.C. mine executors, administrators and assigns, and every of us upon any reasonable request, and at the proper costs and charges in the Law of the said R.S. his executors, administrators and assigns, and every of them shal and

will make unto him and them such other further good and sufficient Letter, or Letters of Attorney, Assurance or Assurances, as he or they, or his or their Council learned shall think meet and convenient for, or touching the said Recognizance, or any thing that shall or may be had or obtained by reason or means thereof, or of any Extent or Execution thereupon to be sued; and the said R.S. covenanteth &c. That if the said R.S. at any time hereafter commence any Suit against any person or persns for, or concerning the said Statute or Recognizance in the name of the said W. his Executors or Administrators, and shall happen in any of the said Suit or Suits, to be non-suit, or otherwise barred, or any order, sentence or decree to be taken; so that any costs of Suits or Damages, or sums of money, or other recompences shall be adjudged, awarded, decreed or ordered against the said VV. his executors or assigns, in and upon the same, without any willing act done, or to be done for that intent by the said VV. his executors or administrators, that then the said his &c. shall and will bear and pay, or otherwise save harmless the said VV. his heirs, executors and administrators, of, and from all such costs of suit, charges, sums of money, damages or other recompences as shall be in any such suit awarded, ordered, judged or decreed against the said VV. his Executors or administrators for, or concerning the said statute or Recognizance, any thing in these presents contained to the contrary thereof in any wise notwithstanding. In witnesse whereof, &c.

An

An Assignment of the execution of a Statute after the *Liberate* sued out, *&c.*

THis *Indenture*, &c. Between T. H. on the one party, & E. C. on the other party; Witnesseth, that whereas J. W. the 21. day of *&c.* by one Writing obligatory bearing date the same day and ne, knowledged and sealed before *&c.* according to the *Statute* lately provided for the recovery of Debts; and did knowledge himself to owe, nd bind himself to pay to the said T. H. the sum 20. l. in the Feast *&c.* Of payment of which enty pounds, the said I yet hitherto hath made ear default, and by reason thereof the said T. hath sued Execution upon the said Writing ligatory, and thereupon in due form of Law th extended certain Houses, Buildings, Lands d Tenements in O in the County of O of the eat yeerly value of *&c* whereof the said I after the making and sealing of the said Writing ligatory was seized in his Demesne as of Fee: ll which said houses *&c* by virtue of his Highss's Writ of *Liberate* bearing *Test. &c* were delivered in Execution for the said debt to the said H. on the two and twentieth day *&c.* to hold him and his assigns as his Fre-hold, until the me debt with his costs and damages in that behalf sustained, thereupon should be fully satisfied, as by the Writ of the said Extent, and the rit of *Liberate* aforesaid, and by the return of

the same Writs remaining of Record in the high Court of Chancery, more at large will appear. Now the said T. H. for a certain sum of money &c. hath aliened, bargained, given and granted, and by these presents doth alien &c. unto the said E.C. and his assigns, all the Interest, Right, Estate, Title and Term whatsoever, which he the said T.H. hath or ought to have, in or to the said houses &c. mentioned in the said Writ of *Liberate*, with all and singular their appurtenances (except onely one parcel thereof extended at the yeerly value of &c. onely *viz.* the Tenement in G. aforesaid, now or late in the Tenure or Occupation) and the said T. H. for the consideration aforesaid, doth by these presents give, grant, alien, bargain and sell to the said E. C. as well all and singular writings, minuments and specialties concerning the said Term, Estate and Interest which the said T.H. hath in the Premisses, as also all the issues, rents and profits rising, growing, and coming of all the said houses, buildings, lands and tenements mentioned in the said writ of *Liberate* (except onely before excepted) since the said twenty third day of &c. until the time of the en sealing and delivery of these presents, to have and to hold all the said houses, buildings, lands and tenements, and every other the premisses with their appurtenances, and all the said Estate and Interest of the said T. H. of, and in the same (excepted before excepted) to the said E.C. and his assigns, for and during all such Estate, Term and Interest as the said T. H. by force or virtue of the said writs of Extent and *Liberate*, and Execution of the same, and return

ereof, or otherwise hath, or may or ought to ave in the above-bargained Premisses now to ome; and the said T. covenanteth, *&c.* That he said Houses *&c.* (excepted before excepted) ow at the ensealing *&c.* stand and be, and from henceforth shall remain, continue and abide unto the said C. *&c.* clearly and freely exonerated, ischarged *&c.* of, and from all & singular former argains, sales, grants, leases, releases, charges, nd other incumbrances whatsoever by the said T. heretofore made, done, or agreed unto, or by he same T. to be made or agreed unto at any ime hereafter, contrary to the true meaning nd intent of these presents. *In witness whereof, &c.*

An Assignement of a Recognizance.

THis *Indenture &c.* between I.L. *Yeom.* of the one party, and S.M. of &c. on the other party witnesseth, That whereas E.D. of K. in the County of L. Knight, by one writing or Recognizance bearing date the twenty fifth of *&c.* taken and knowledged before one of the Ordinary Masters of his Highness's High Court of Chancery, became bound unto the said I. L. in the sum of &c. lawful &c. for the payment of the sum of &c. of like lawful money, on the thirtieth day of A. then next ensuing, as by the said writing or Recognizance, and the condition thereof, more plainly appeareth; which said sum of *&c.* was not paid nor any parcel thereof was paid to the said I. L. nor his assigns, at, nor before the thirtieth day of A. nor at any time sithence; by means whereof the said Recognizance became, and now is, and standeth absolute without condition, and in full force and strength in the Law. Now the said I.L. for certain good causes and considerations him thereunto moving, hath assigned, made, ordained, and in his stead and place by these presents doth put and constitute the above named S.M. his true and lawful Attorney irrevocable, giving, and by these presents granting unto the said S.M. and his assigns, full power and authority, by virtue hereof for him the said I. L. his executors, administrators and assigns, and in his or their Name or Names, and to the proper use and behoof

hoof of the ſaid S.M. to ask, levy, recover, perceive, receive, take up, and demand all that the ſaid ſum of &c. of lawful &c. mentioned and expreſſed in the ſaid Recognizance, and every part and parcel thereof; and for non-payment thereof, or any parcel thereof, to ſue execution upon the ſaid Recognizance, and to obtain the moyetie of the Lands, Tenements and Hereditaments which were of the ſaid E. D. at the time of the knowledging of the ſaid Recognizance, or at any time ſithence; and alſo the ſaid E. D. his heirs, executors or adminiſtrators for non-payment of the ſaid ſum, or part thereof, to take and cauſe to be arreſted, and Pleas and Proceſſes againſt him or them to commence, maintain and defend, and of whatſoever in this behoof recovered or received acquittances or other diſcharges ſufficient for, and in the Name of the ſaid J.L. his executors or adminiſtrators, to make, ſeal and deliver, Attorneys one or more under him to appoint, and at his leaſure to revoke the ſame again, and all and every other thing and things needful and requiſite in and about the premiſſes, or any parcel thereof, for, and in the Name or Names of the ſaid J. L. his executors or adminiſtrators, to do, make, execute and accompliſh as fully and effectually in any thing, as he the ſaid J. L. his executors or adminiſtrators might or could do, if he or they were abſolutely preſent; and alſo the ſaid J. L. by theſe preſents doth ratifie, confirm, approve, and allow all and whatſoever the ſaid S. M. or his aſſigns ſhall do, or cauſe to be done in, or about the premiſſes, or any parcel thereof in the Name of the ſaid J.L.

his executors or administrators by vertue of these presents. And the said J. L. for him &c. covenanteth &c. in manner and form following, viz. That he the said J. L. his executors and administrators, and every of them shall, and will from time to time, and at all times hereafter at the reasonable request and costs and charges in the Law of the said S. M his executors, administrators and assigns, ratifie, advow, justifie and allow all and every such action and actions, suit and suits, plaints, processes, extents, judgements and executions, as at any time and times hereafter shall be brought, obtained, procured, commenced or gotten by the said S. M. his Executors, Administrators or Assigns, or any of them in the Name or Names of the said J. L. his executors or administrators, or any of them against the said E. D. his heirs, executors or administrators, or any of them, or against his or their, or any of their goods, chattels, lands, tenements or hereditaments, or any parcel thereof, for the levying or recovering of the said sum of, &c. in the said writing or recognizance beforementioned, or of any parcel thereof, without any Non-suit, Release, Retraxit, Disavowry, Discontinuance, or other wilful hinderance or delay of the same Actions, Suits, Extents, Judgements, Executions, or any of them, except it shall be by, and with the consent of the said S. M. his Executors or Assigns thereunto first had and obtained in writing; and also, that he the said J. L. hath not at any time heretofore released nor discharged, nor his Executors nor administrators, shall or will at any time or times hereafter release or discharge the

said

said writing or recognizance, or sum of two hundred pounds therein mentioned, nor any parcel thereof, unless it shall be by, and with the consent of the said S.M. his Executors, Administrators and Assigns thereunto first had and and obtained in writing, and also that he the said S.M. his executors and assigns, shall, or lawfully may peaceably and quietly have, perceive, receive, take, levy and enjoy to his and their own proper use for ever, the said sum of &c. and the whole benefit, profit, commodity and advantage thereof (without any time or times hereafter which may or shall be obtained, recovered and gotten upon, or by reason of the said writing or recognizance; or upon, or by reason of any of the same Actions, Extents, Judgements and Executions to be had, brought or commenced upon the same) without any let, trouble or molestation of the said J. his executors and administrators, or assigns or any of them, or of any other person or persons by his or their means, and without any account or other thing to him or any of them to be therefore had, yeelded or made whatsoever. And also the said I.L. covenanteth &c. That he the said J.L. his executors and administrators, shall and will at all times hereafter, and from time to time at reasonable request and costs and charges of the said S. his Executors and assigns, do make, knowledge and execute, and suffer to be done, made, knowledged and executed all and every such further act and acts, thing and things, and devise and devises whatsoever, for the further, better, and perfecter assigning, conveying, and assuring of the premisses, and every part

and

and parcel thereof to the ſaid G. M. his Executors and aſsigns, in form, and to the uſe aforeſaid, as by the ſaid G. M. his executors or aſsigns, or his or their Council Learned ſhall be reaſonably demiſed, adviſed or required. *In witneſs whereof, &c.*

Another aſsignement of a Recognizance for the performance of good Covenants, *&c.*

THis *Indenture made*, &c. between U. B. of L. Gent. on the one party, and G. T. of the County of C. *Yeom.* witneſſeth, on the other party, witneſſeth, That whereas U. B. of L. Gent. by his writing bearing date the ſame day & time, &c. taken and knowledged before one of the Ordinary Maſters of his Highneſſes Court of Chancery, did become bound unto the ſaid U. in the ſum of 100. l. of lawful, &c. for the true and faithful payment of 50. l. of like lawful money on the tenth day of A. then next enſuing, as by the ſaid writing or recognizance, and the condition therein ſpecified more at large, doth and may appear, &c.

And whereas alſo the ſaid J. C. by his Recognizance bearing date, &c. doth ſtand bound to the ſaid Sir U. in the ſum of 100. l. of lawful, &c. for the performance of all and ſingular the Covenants, Grants, Articles, Clauſes, Senten-

ces

ces and agreements therein specified in the said former Indenture on the part of the said J. C. his heirs, executors, administrators and assigns to be performed, as by the said Recognizance remaining of Record before his Highnesses Court at *Westminster*, commonly called the Kings-Bench, as in the condition thereof more plainly and at large may and doth appear.

Now the said Sir U. B. for very good and reasonable considerations him thereunto moving, hath granted, assigned, and set over unto the said G. T. his Executors, administrators and assigns, as well the said Recognizance and sum of money therein specified, as also all and singular forfeitures, recoveries, advantages and commodities whatsoever, which at any time or times can or may be lawfully had or taken by reason or means of the said Recognizance, or of any Judgement thereupon given, or to be given, or of any Execution thereof to be had.

And the said Sir U. B. for him *&c.* covenanteth *&c.* in form *&c.* that is to say,

That he the said Sir U. his executors and administrators, and every of them, from henceforth from time to time, and at all times shall and will agree, permit and suffer the said G. T. his Executors, Administrators, Substitutes and Assigns, at their own costs and charges to sue and prosecute in the Name and Names of the said Sir V. his Executors and Administrators, all and singular Writ and Writs, Processes, Judgements, Recoveries, Extents and Executions, without any time, can or may be lawfully had or pursued for, or upon the Recognizance,

or

or any Judgement thereupon given, or to be given against the said I.C. his heirs, executors, administrators or assigns, or against any other person or persons whatsoever.

And also, That he the said Sir U. his Executors, Administrators and assigns, upon every reasonable request of him the said G.T. his Executors, administrators or assigns, and at the costs and charges of the said G. his executors or administrators, shall and will make, seal, and deliver to the said G. T. his heirs, executors, administrators and assigns, such Letter and Letters of Attorney for the suing of the said Recognizance, and recovery of the sum of money therein specified, as at any time shall be needful;

And also at the like request and costs and charges aforesaid, shall and will avouch and allow of all and every the said Suits, Processes, and other the Premisses.

And shall not wittingly at any time or times do, or knowledge any act or acts, thing or things, which shall hinder, let, or stay any of the said Suits, Processes, Judgements, Recoveries, Extents, or Executions aforesaid.

And also that the said G.T. his Executors, Administrators and Assigns, may from time to time have, hold, and enjoy to their own proper uses, all and singular such goods, chattels, lands, tenements, rents, reversions and hereditaments, as shall be had or taken in execution of the said Recognizance, or any judgement thereof given, or to be given, and all other advantages, forfeitures and benefits which at any time shall, or may be lawfully gotten or recovered by means there-

of

of, without any let, claim, disturbance or other hinderance by, or with the consent and will of the said Sir U. his Executors or Administrators, and without any account therefore, or for any part thereof to be made, or to be given to the said Sir U. his Executors, Administrators, or Assigns.

And also, that after Execution shall be had of the said Recognizance, or of any Judgement thereof given, or to be given; that then at all times during the space of, *&c.* then next following, the said Sir U. his Executors and administrators, upon every reasonable request to them made by the said G. T. his Executors, Administrators or Assigns, and at the costs and charges of the said G. T. his Executors, administrators or assigns, shall and will grant, convey and set over unto the said G. T, his executors, administrators and assigns, or to such other person or persons as the said G. his executors, administrators or assigns shall name and appoint, all and singular such goods, chattels, lands, tenements, rents, reversions and hereditaments aforesaid, as shall be had or taken in Execution as aforesaid, without retaining or account requiring thereof, or of any part thereof to the said Sir U. his Executors or administrators.

And also that the said Sir U. heretofore hath not, and that he, his executors or administrators, hereafter shall not release, acquit or discharge the said J.C. his heirs, executors, administrators or assigns, or any of his or their Feoffers, or any of their Lands, Tenements, Goods or Chattels, or any of their persons, of, or for any of the Covenants,

nants, articles or agreements contained in the said former Indenture, neither of, or for the said Recognizance or sum of money therein specified, or any part thereof; or any Processe, Extent, Judgement or Execution therefore had, or sued, or to be had or sued, without it be at and by the special request and agreement of the said J. his executors, administrators or assigns, first therefore made and given to the said Sir U. in writing under his or their hands or seals.

And also that the said Sir U. his executors and administrators, and every of them, at any time hereafter at the request and costs and charges of the said G. his Executors, administrators or assigns, shall and will do, make, knowledge, and suffer all and every lawful and reasonable act and acts, thing and things in the Law which shall be needful for the making void and discharging of the said Recognizance, and such judgements and executions as be, or shall be had or given upon the same.

And the said G.T. covenanteth, &c. That he the said G. his Executors, administrators or assigns, at their own proper costs and charges from time to time, shall and will save and keep harmless the said Sir U. his executors and administrators, and every of them, of, and for all and singular such issues, amerciaments, fines, costs and charges whatsoever, as shall happen to be due or payable for, or by reason of any Writ or Writs, Processe or Judgements to be had in any Suit to be attempted for, and in the Name of the said Sir U. his Executors or administrators, by the means

or

or appointment of the said G.T. his heirs, executors, administrators or assigns, or any of them, for and about the said Recognizance, or sum of money therein specified, or any part or parcel thereof. *In witness, &c.*

Another Assignement of a Lease in Reversion, *&c.*

THis *Indenture &c.* between W. T. *&c.* on the one party, and M.R. *&c* on the other party, witnesseth, That whereas his Highness &c. by his Letters Patents under the Great Seal of *England*, dated *&c.* hath demised, and to Farm-letten to one R.B. all that his Highness parcel of waste ground, *&c.* to have and to hold, *&c.* to the said R.B. *&c.* from the Feast of the Circumcision, *&c.* then last past, unto the end of the term of *&c.* from thence &c. yeilding &c. as by the said Letters Patents, &c. and whereas also his said, &c. by his Letters Patents under the Great Seal of *England*, bearing date at W &c. for consideration in the same Letters Patents expressed, hath demised &c. to the said W.T. his executors and assigns, amongst other things, all that his parcel of waste ground &c. to have and to hold the said lands, tenements, &c. unto the said W. T. his executors administrators and assigns, from the time that the said Letters Patents, and Demise thereof to the said R.B. as aforesaid, made

by

by Expiration, Surrender, Forfeiture or Determination thereof, or by any other means whatsoever, first and next should happen to be void, ended and determined unto the end of the term of forty years, from thence &c. yeilding &c. as by &c.

Now this Indenture further witnesseth, That the said W.T. for, and in consideration of a certain sum &c. whereof &c. hath bargained, sold, aliened, assigned and set over, and by these presents &c. unto the said M. R. his executors, administrators and assigns, doth sell, alien and set over all the interest, estate and term of forty years to him the said W.T. by the said Letters Patents granted of, and in the said Lands &c. and of, and in all and singular other the premises before in these presents recited, and to him the said W.T. by the said Letters Patents granted as aforesaid, and of, in and to every part and parcel thereof, with the appurtenances thereunto belonging, and also all the estate, right, title, interest and term of forty years reversion, claim and demand whatsoever, which he the said T. hath, or may, or ought to have or claim of, in, or to the said Lands &c. and all and singular other the premises before in these presents rented, and of, in, or to every part and parcel thereof, with the appurtenances by force and vertue of the said Letters Patents to him the said T. granted as aforesaid, or any thing therein contained, to have, hold and enjoy the same premises and all the said Estate, Right, Title, Interest and Term of forty years, everson, claim and demand whatsoever of him the said W.T. of, in and to the same premi-

ses

ses before recited, and of, in, and to every part and parcel thereof, with the appurtenances (except before excepted) unto the said R. M. his executors, administrators or assigns, in as large, ample, and beneficial manner and form, to all the true intents and purposes as he the said T. W. hath, or may, or ought to have and enjoy the same by force and vertue of the said Letters Patents to him the said W. T. granted as aforesaid, or any thing therein contained: And the said W. T. covenanteth &c. that he the said T. his Executors or administrators shall, or will at all times hereafter, and from time to time free, acquit, exonerate and discharge, or otherwise in convenient time after reasonable request, sufficiently save and keep harmless the said premises before in these presents recited, & every part and parcel thereof, with the appurtenances and the interest, estate and term of years thereof by the said Letters Patents granted of, and from all and all manner of former bargains, sales, gifts, grants, leases, charges, titles, troubles and incumbrances whatsoever, had, made, committed or done by him the said W. T. or by any other person or persons by his assent, means, consent or procurement; the Rents, Covenants, Clauses, Articles and Agreements in the said Letters Patents reserved and contained, which on the part and behalf of the said W. T. his executors or administrators from henceforth for, or in respect of the Premisses assigned or granted by these presents, are, or ought to be observed, performed, fulfilled and kept, namely excepted and fore-prised.

Of which said Rents, Covenant, Clauses, Articles and Agreements, and every of them the said M.R. doth covenant &c. at all times hereafter, and from time to time to acquit, exonerate & discharge, or otherwise sufficiently save or keepe harmless the said W. T. his Executors and Administrators, against his Highnesse, his Heirs and Successors, Officers, and Assigns, and every of them. *In witness whereof, &c.*

Anothe

Another Assignement of a part of a Stock adventured in a Voyage at Sea for the discovery of a new Island, &c.

This Indenture made &c. between M.L. Haberdasher in the County of M. on the one party, and N. F. Gent. of L. on the other rty, witnesseth, That whereas the said M.L. is, d standeth indebted unto the said N.F. the summe of one hundred pounds of law- *&c.*

And also whereas the said N. is charged to o- r persons for the said *M.* for the payment of t hundred pounds of like lawful money which the said M. cannot yet satisfie or pay, as the he is, and shall be due and payable. And where- he said M. hath amongst others a stock in mony 120 l. and above, to a great value, as the said affirmeth in the late Voyage, lately discover- by *M.F.* Gent. into *Meta incognita*, and unto Island called *Cathia*, and other Countries in- ded to be discovered in the North-west parts; ch sum of money the said *M.* cannot yet e out of the said Voyage and intended disco- es, by reason that as yet no certain accounts is n, or can be made thereof; by means where- he said M. is not able to satisfie his debts a- said, as otherwise he would willingly do, and id standeth bound to the said N. to do.

Therefore for better certainty and assurance be made to the said *N.F.* as well for the paym of the said 205. l. to the said N. his certain torney, Executors or Administrators to be pa as also for a due satisfaction and contentation be made to the said N. his heirs, executors administrators of, and for the said sum of wherewith the said N. is charged for the M. to other persons as aforesaid; The said M hath given, granted and assigned over, and these presents doth clearly give, grant, assign set over unto the said N. his Executors and ministrators to, and for the onely use, behoof commodity of the said N. his Executors and ministrators, two parts of all the said Stoc 1200. pounds, which the said *M* hath in the Voyage to *Meta incognita*, and other the inten discoveries aforesaid of the said Isla the same being in three parts to be divided, a rateable part according to the said sum of pounds of &c. of all, and all manner of M chandize, Gains, Profits, Priviledges, Liber Licenses, and other Emoluments whatsoever the said N. his Executors, administrators or signs to be had, or to be begotten, or arise of for the said Voyage to *Meta incognita*, and ev or any other Country or Countries whatso discovered, or to be discovered towards North-west as aforesaid.

And the said *M.L.* for him, his heirs &c. venanteth, &c. That the said N. his heirs, e cutors, administrators and assigns, for the on proper use and behoof of the said N. his exe tors and assigns for ever shall and may have, p

ce

ive, receive and enjoy out of the accounts of he said voyages from the said Countries, all nd whatsoever, which upon the making of the me account, shall rateably arise and grow of, nd for the Stock of 70. l. of *&c.* part, and out the adventure of the said *M.* in the voyage oresaid, without any let, default, or other hinrance of, or by the said *M.* his heirs, executors, minister and assigns, or of any other perh which is, or shall be intituled by, or from the d *M.L.* and that he the said *M.L.* his execurs and administrators at, and upon every reasoble request of the said N.F. his executors, adnistrators or assigns shall, and will do, exe e and knowledge all and every thing and ngs, which the said N. his executors or admistrators can, or may lawfully do, whereby the d N. his executors, administrators and assigns, y the more readily have, get and obtain the d sum of 70. pounds out of the Stock and adture of the said *M.* which he hath in the voyaforesaid, without any manner of fraud or in. *In witness whereof, &c.*

An Assignement of an Obligatio before the same be forfeited with good Covenants in such Cases provided.

BE it known unto all men by these presen That I.C. Lord Chief Justice &c. for give good and lawful consideration me thereunto ving, hath given, granted, assigned and set ov and by these presents do clearly and absolut give, grant, assign and set over unto the said J his Executors, administrators and assigns, to and their own proper use, as well one Deed Ob gatory, or Writing, bearing date the last of last past, &c. wherein N.T. and G.N. are bou or mentioned to be bound to me the said L chief Justice, in the sum of three hundred pou of lawful &c. with a condition there-under wr ten, for the payment of sixty pounds of like la ful money, to be paid to me the said Lord Ch Justice, mine executors or assigns, in the Feast the Purification &c. next &c, at the Chappel the Rolls in C. Lane, neer L. As also all th Right, Title, action and Demand of me the sa Lord Chief Justice, mine Executors and Adm nistrators, in and to the said Deed Obligator and all sums of money therein, or in the condit on thereof contained, or above specified.

And also I the said Lord &c. for me, mine ex ecutors and administrators, do by these presen make

make, constitute and put in my place the said J. S. his Executors and assigns, my true and lawful Attorney or Attorneys irrevocable, for me, and in my Name, to ask, take and demand, and receive the said sum of 300. pounds of such person or persons as shall tender payment thereof at the day, time and place aforesaid, as is expressed in the condition of the said Obligation. And for default of payment of the said sum of sixty pounds, or any part thereof, then to ask, levy recover, and receive the said sum of three hundred pounds of, &c. and upon all and singular person and persons, and their lands, tenements, goods and chattels, whatsoever chargeable or liable, or to be chargeable or liable to, for, or with the satisfaction or payment thereof; Giving, and by these presents granting to my said Attorney and Attorneys, my full power, right, title and authority in all and singular the Premisses; and for me, and in my Name to commence, and to sue, prosecute and sue out all and singular actions, suits, remedies, plaints, pleas, judgements, executions and demands whatsoever which I the said Lord, my executors or administrators have, or may have, upon, or by means of the said Obligation.

And also to acquit, compound for, and discharge the said obligation, attorney or attorneys, one or more under him or them; to substitute and make, and all other lawful acts and things to do and prosecute in, for and about all and singular the Premisses in as ample manner and form as I the said Lord chief Justice, my executors or administrators might, or could do in my proper

person; ratifying & confirming by these presents all the acts and doings of my said attorney and attorneys, in and about all and singular the Premisses:

And I the said Lord, &c. do covenant &c. in manner and form following, *viz.* That the said Writing before in these presents, recited the sufficient Deed in the Law of the said N. T. and that the same Deed, Obligation, is not, nor hereafter shall not be discharged, exonerated released, satisfied and made void, except it shall be by, and with the consent and agreement of the said J.L. his executors or assigns, first thereunto had and obtained in writing under his or their hand and seals; and that without like consent or agreement of the said J. his executors or assigns, the said sums of money, or either of them, or any part or parcel of them, or of either of them, shall not be paid, received, released, satisfied, acquitted or discharged; and that any of the same sums of money, or any part or parcel of any of them heretofore hath not been received or discharged. And that any action, suit, judgement, or execution, or any Petition or Demand growen or arisen or to grow or arise of, by or upon, or by reason or means of the said Obligation is not, nor shal not at any time hereafter be released, acquitted, discharged or made void, without such consent or agreement as aforesaid of the said J.L. his executors, administrators or Assigns. And that I the said Lord Chief Justice, my Executors and administrators from time to time, and at all times hereafter upon every reasonable request, and at the costs and charges of the same, in the Law of the said J.L.

his

his Executors or assigns, shal & wil avow, justifie and maintain all such actions, suits, petitions and other attempts, as the said J. L. his executors or assigns, shall commence, prosecute or take in the Name or Names of the said Lord chief Justice, his Executors or administrators, for and upon the said Deed Obligatory, for the recovery and obtaining of the said sum of 300. pounds, contained or specified in the said Deed Obligatory; and that the said J.L. his Executors and assigns, after the receit or obtaining of the said sum of 60.l. or 300.l. or of any part or parcel of either of the same sums, shall and may to his and their own proper use and behoof for ever, have, hold, keep and enjoy the said sum and sums of money, and every part thereof, without any account or other thing thereof, or therefore to be yeilded or answered to me the said Lord Chief Justice, my Executors or administrators, or any of us in any wise. *In witness whereof, &c.*

An

An Assignement of a Lease by him that hath the same; but in Mortgage before it be forfeited: Also the money payable for the Redemption assigned, and an agreement that the Lease shall remain with a third Person till the Redemption or Forfeiture.

THis *Indenture made &c.* between A.M. on the one party, and H. G. on the other party, witnesseth, That whereas our said Soveraign *&c* by his Highnesse Letters Patents under the Seal of his Majesties Court of Exchequer, bearing date &c. hath demised &c. to C. C. of E. in the County of S. Esquire, all that his Herbage, Pasture, Feeding and Pasturage of, and in the Park called E. Park, in the County of S. to have and to hold &c. paying therefore yeerly, &c. as by the said Letters Patents may and doth at large appear.

And whereas also our said Soveraign &c. by other his Letters Patents dated *&c.* did demise &c. to the said C. *&c.* to have *&c.* yeilding and paying &c. And whereas also the said C. C. by his Indenture dated &c. hath bargained, sold, assigned and set over to the said *A. M.* his Executors and assigns, to, and for his and their own use,

use, as well the said Herbage &c. as also all the Estate &c. which he the said C.C. had, could, might or ought to have had, or lawfully might, or could claim to have had of, in, or to the said Herbage &c. by force or virtue of the said several Letters Patents, or either of them, together with the said several Letters Patents.

By which Indenture it is provided, That if the said C. his Executors, administrators or assigns, do well and truly pay, or cause &c. to the said A. his certain attorney, executor or administrator, at the Shop which the said A. did then occupy, scituate &c. the sum of 220.l. or &c. on the 15th day of *March*, which shall be &c. according to the computation &c. That then and from thence forth the said Indenture, and the Bargain and Sale therein contained; should be utterly void, and of none effect, any thing to the contrary &c. as by the said Indenture at large will appear.

Now the said A. M. for, and in consideration of the sum of &c. whereof &c. hath bargained, sold, aliened, assigned and set over; and by these presents doth bargain, sell &c. to the said H. G. his Executors or assigns, to, and for his and their own use, as well all his Estate, Right, Title, Interest, Possession, Reversion, Condition, term of years, claim and demand which the said A. M. hath, can or may, or ought to have, or lawfully can, or may, or ought to have to, of, or in the said Herbage, &c. by force and virtue of the said several Letters Patents, and Indentures above recited, or any of them; as also the same Letters Patents, and Indentures aforesaid. And

it is condiſcended, concluded and agreed by, and and between the ſaid parties to theſe preſent Indentures, for themſelves, their executors, adminiſtrators and aſſigns, and every of them by theſe preſents, in manner and form ſollowing, that is to ſay, That the ſaid Letters Patents, and Indentures above mentioned, ſhall continue and remain in the hands, cuſtody and poſſeſſion of *A.* P. *&c.* until the ſald fifteenth day of *March*, which ſhall be *&c.*

And alſo that the ſaid A. M. his executors and adminiſtrators ſhall agree and ſuffer that the ſaid H. his execntors, adminiſtrators and aſsigns, ſhall or may have, take and receive of the ſaid C. C. his executors, adminiſtrators or aſsigns, the ſaid ſum of 220 l. and every part thereof, if it ſhall be offered to be paid in form aforeſaid, and ſhall and may retain and enjoy the ſame to the onely uſe and behoof of the ſaid H. G. his executors and aſsigns, without any account thereof, or of any part thereof to the ſaid A. his executors or adminiſtrators to be made or yeilded; and that then and at any time after, the ſaid A. his Executors, adminiſtrators or aſsigns, ſhall or may deliver, or cauſe *&c.* to the ſaid C. his executors, adminiſtrators or aſſigns, the ſaid ſeveral Letters Patents, and either of them whole and uncancelled; and alſo the ſaid Indenture made to the ſaid A.M. to be cancelled; but if the ſaid C.C. his executors, adminiſtrators and aſſigns, ſhall make default, and do not pay or cauſe &c. the ſaid ſum of &c. to the ſaid A. his certain attorney, executor or adminiſtrator, at the place, and between the hours aforeſaid, according to the purport and true meaning

meaning of the *Proviso* above in these presents recited; that then, or at any time after the said A. his Executors, administrators or assigns, shall and may deliver, or cause *&c.* to the said H. his executors, administrators or assigns, the said several Letters Patents, and Indenture above recited, whole and uncancelled, to be had, used and enjoyed to the said H. his Executors, administrators and assigns, as his and their own proper goods and chattels for ever.

And the said *A.M.* covenanteth *&c.* that the said Herbage *&c.* are, and be, and during the residue of the said several terms of yeers in the said Letrers Patents now to come, shall, or lawfully may be, continue and remain to the said H. his executors, administrators and assigns, clear and free discharged and acquitted, or otherwise at all times upon reasonable request, shall be sufficiently saved harmlesse by the said *A.* his Executors and administrators, of, and from all and singular former bargains, sales, grants, leases, surrenders, estates, titles and charges whatsoever heretofore had, made or done by the said *A.M.* or by any other by his means, title or procurement; the yeerly rents, covenants, conditions and agreements mentioned and expressed in the said several Letters Patents, on the part of the Lessee therein named, and of his assigns, from the said 15. of *March &c.* to grow due to be paid and performed by force and virtue of the said several Letters Patents, and the covenants, articles, conditions and agreements contained in the said former Indenture onely except and fore-prised. *In witnesse whereof &c.*

A

A General Release.

KNow all men by these presents, That I A. G. of &c. Gentleman, have remised, released, and for ever quit-claimed, and by these presents do for me, my executors and administrators, and every of us clearly and absolutely remise, release, and for ever quit-claim unto G.H. &c. his Executors and assigns, all and all manner of actions, suits, quarrels, debts, duties, bonds, bills, writings, obligatory reckonings, accounts and demands whatsoever, which against the said G.H. ever I have had, may have, or which I, my executors or administrator, or any of us at any time hereafter shall or may have for, or by reason or means of any matter, cause or thing whatsoever, from the beginning of the world until the day of the date of these presents. Witness my hand and Seal &c.

A Lease from one that hath lost the Counterpart of his Lease.

TO all Christian people to whom this present writing shall come, H.E. of &c. sendeth greeting: Whereas T.S. of &c. in and by one Indenture of Lease, bearing date the &c. for the consideration therein expressed, did demise, grant, betake, and to farm-let unto me the said H.E. my Executors, administrators

ministrators & assigns, (reciting the grant.) In which said Indenture of Lease there are divers covenants, grants, articles and agreements on the part and behalf of the said T.S. his executors, administrators and assigns, to be observed, performed and kept, as by the same Indenture of Lease, among divers other things and things therein contained, more at large appeareth. Now know ye, That I the said H.B. for divers good causes and &c. have by these presents remised, released, and always of, and for me, my Executors and administrators for evermore quit-claimed unto the said T.S. his executors, administrators and assigns, all and singular the covenants, grants, articles, Provisoes, conditions, clauses, sentences and agreements whatsoever in the said Indenture of Lease mentioned or contained, which on the part and behalf of the said T.S. his executors, administrators or assigns, are or ought to be observed, performed and kept; and also of and from all, and all manner of actions suits, quarrels, benefits, commodities and advantages that shall or may happen to arise or grow by reason or means of them, or by the breach or not performing of all and every the said covenants, grants articles, clauses and agreements, or any of them; and also I the said H.B. have remised, released, surrendred, assigned and set over, and by these presents do remise, release, surrender, assign, and set over from me, my executors, administrators and assigns, unto the said T.S. his executors, administrators and assigns, all the Estate, Right, Title, Interest, Term of years, Property, claim and Demand whatsoever, which I the said H.B. now have; or that I, my executors, administrators or assigns, or any of us might to have or claim of, in and to all and singular the premises to me the said I.B. in and

by

by the said indenture of Lease demised as aforesaid, and of, in, and to every or any part or parcel thereof. In witnesse whereof, &c.

A Release of Fines and Forfeitures due to the King and to the Informer upon the Statute of Recusancy.

TO all people to whom this present Writing shall come, I A.S. of &c. send greeting. Whereas I the said *A. S.* in or about the first day of &c. did exhibit and prefer into the Kings Majesties Court of *Common-pleas at VVestminster*, one Bill of Information touching, and upon the Statute of Recusancy, against F.M. of &c. for the supposed Christening of a child of the said F. contrary to said Statute and Laws of this Realm, as by the same information depending and remaining in the same Court of *Common-Pleas*, more at large appeareth. Now know ye, That I the said *A.S.* for, and in consideration of a certain sum of lawful &c. to me in hand paid by the said F.M. before the ensealing and delivery of these presents, have premised, released, and quit-claimed, and by vertue of one Indenture to me made and granted from the right honourable R. Lord *Ewre*, and F. Lord *Morley*, for the prosecution, en-

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ding and compounding for, of all matters concerning the said Statute, do remise, release, and forever quit-claim unto the said F.M. his executors and administrators, all, and all manner of actions, and causes of actions, suits and troubles now, or at any time heretofore by my means or procurement, prosecuted and depending in his Majesties said Court of *Common-pleas*, or elsewhere, against the said F.M. touching the Statute before mentioned, and all Fines, Forfeitures, Penalties, sum or sums of money, and demands due and payable, or which of right ought to be due and payable either to our Soveraign Lord the Kings Majesty that now is, his Heirs or Successors, by reason or means of the breach, or non-performance of the said Statute, or to me the said said A.S. my executors or administrators, by vertue of the Indenture aforesaid, or of any information in that behalf exhibited, or otherwise howsoever. And I the said A.S. for me, my executors and administrators, by these presents do covenant and grant to, and with the said F.M. his executors and administrators, That I the said A.S. my executors and administrators, and every of us shall, and will at all times hereafter for ever, well and sufficiently maintain, uphold, make good and defend this present Release to the said F.M. his executors and assigns, and every of them, against all persons that shall or may at any time hereafter deny, oppose or contradict the same, and also save harmless the said F.M. his executors and administrators, and every of them, from all actions, suits, charges and troubles that may or shal arise, be prosecuted or brought against

the said party, by any other person or person whatsoever, concerning the premisses. *In witne whereof, &c.*

A *Resignation* or *Release* from on used in trust of all the benenefi he might claime, by vertue o any Covenant in the Inden ture.

TO all Christian people to whom this prese writing shall come, I, I.B. of *&c.* send gre ting. Whereas by one Indenture bearing da *&c.* made between R.O. of *&c.* on the o party, and the said J.F. and J.H. of *&c.* on t other party, he the said R. O. for himselfe, h heirs, executors and administrators, and every them, did covenant and grant to, and with m the said J B and the said J H our executors a assigns, That he the said R.O. should and wou within the space of &c. next ensuing the date the same Indenture, convey or assure, or cause be conveyed or assured to the said R O and E daughter to the said R H of &c. with whom t said R O was then to be espoused, and to the he of their bodies lawfully begotten, Lands, Ten ments and Hereditaments, of the full and cl yearly value of 1000.l. at the least, as by t said Indenture and Covenants therein conta

ed, (amongst divers other things) more at large appeareth; and for performance thereof, according to the said Covenants, the said R.O by his Obligation dated &c. became bound with sureties to us the said I.B. and I.H. in the sum of &c. as by the same bond may also appear. In which said Indenture and bond, the Name of me the said I. B. was onely used in trust for the benefit and behoof of the said E.H. Now therefore know ye that I the said J.B. in discharge of the trust in me reposed, and at the request of the said E.H. have remised, released, surrendred, resigned and set over; and by these presents for me, my Executors and Administrators, do freely and absolutely remise, release, surrender, resign and set over unto the said E.H. her Executors and assigns, all the Estate, Right, Title, Interest, Use, Trust, Benefit, Priviledge and Demand whatsoever, which I the said J.B. have, or may have, or claim of, in, or to any sum of money, or other matter or thing whatsoever in the said Indenture, Covenant and Bond, contained, mentioned and expressed, or in any of them; so as neither I the said J.B. my Executors or administrators, or any of us at any time hereafter shall or will ask, claim, challenge or demand any interest, use, benefit, trust, priviledge, or other thing in any manner whatsoever by reason or means of the said Indenture, or any Covenant therein specified, or in or to the said Bond, or any sum of money therein mentioned, but thereof, and therefrom, & from all actions, suits & demands which I, my Executors or assigns, may have concerning the same, shall be utterly secluded, and for ever debarred by these presents. *In witness whereof*, &c.

An Indenture for justifying of Actio upon setting over of a Statute.

THis Indenture made &c. Between R W &c. on the one part; and T C of &c. on the other party. Witnesseth, That whereas I H &c. in and by one Statute of 800 l. now apperta ing to the said R V V as Executor of the last Will a Testament of the said, &c. Now the said R V V diverse good considerations him especially moving, h given, granted, assigned and set over; and by th presents doth fully, clearly, and absolutely, give, gra assign and set over unto the said T C his execut administrators and assigns, as well the said Sta staple aforesaid, as also the debts of &c. in the s Statute mentioned or contained, to the onely pro use and behoof of the said T C. his executors, a ministrators and assigns for ever. And further, said R V V. covenanteth &c. that he the said R V his heirs and executors, and the administrators t hereafter shall happen to be of the goods, chattels a credits of him the said R W. and every of them all times, and from time to time hereafter (upon quest) shall maintain, justific and allow all and e ry such action and actions, writs, suits, bills, plai executions and demands whatsoever, as the said T his executors or administrators shall commence, p sue, or make in the Name or Names of the said R. his executors or administrators, that hereafter s be of the goods, chattels, credits and debts of th R W. or in the Name or Names of any of the that it shall be lawful to, and for the said T.

cutors, administrators and assigns, and every of them, take, receive, have, hold and enjoy forever to the nely use of the said T. C. his heirs, executors, administrators and assignes, all and every such summe and sums of money, costs and damages, satisfactions, commodities, profits and advantages whatsoever, which shall be begotten, recovered, obtained or had by reason of any the actions, writs, bills, plaints, executions and demands aforesaid, or by reason or means of any of them, without any impediment, denial or contradiction of the said R. W. his heirs, executors, administrator or assigns, that hereafter shall be of the goods, chattels or credits of the said R. W. or any of them. In witness whereof, &c.

An Indenture between the Scavengers and the Raker for the clensing the Streets.

THis Indenture made the &c. between R. S.P. and T.R. Citizens of *London*, Scavengers of and for the Parish of &c. on the one part, and E.D. on the other party, witnesseth That the said E.D. in consideration of the sum of &c. to him to be paid in such form as hereafter in these presents is expressed, covenanteth, promiseth and granteth for himself &c. in manner and form following, (that is to say) That the said E. D. his Executors, administrators and assigns, shall and will (at his and their own proper costs and charges) clense and make clean, or cause to be clensed and made clean in the said Parish of &c. all the Streets, Lanes, Alleys, and other places whatsoever within the said Parish &c. as the same have been heretofore used and accustomed to be clensed and made clean by a Carter or Raker in that behalf appointed, from the *Monday* next after the Feast of the Epiphany of our Lord God, commonly called Twelfth day next ensuing the date hereof, until the *Monday* next after the Epiphany of our Lord God, which shall be in the year of &c. three times in every Week, weekly, during the said term, to wit, on every *Tuesday*, *Thursday*, and *Saturday*; and also at all other such times and days as our Lord Mayor of the said City of *London* for the time being, the Aldermen of the Ward, His Majesties P

y Council, or the Common Council of the said City of *London*, or any of them, shall appoint or command the same, and from thence shall carry away and convey all such channel-dirt, filth, sea-coal-ashes, sweepings of houses and streets, lanes, alleys and other places, of, and within the said Parish of &c. unto some convenient Bastal for the same to be provided by the said E.D. his Executors, administrators or assigns, at his or their proper costs and charges (all rubbish and rushes as shall happen to be laid out of the Parish-Church &c. during the said term onely excepted) And further, that he the said E.D. his Executors, administrators or assigns, shall and will from time to time, and at all times during the said term clearly acquit, exonerate and discharge, and save and keepe harmlesse the said &c. and every of them respectively, and their Successors in the said Office of Scavenger, during the said term of &c of, and from all, and all manner of costs, charges, imprisonment, expences and damages whatsoever by them or any of them to be had or sustained, or otherwise put unto, during the said term, for or by reason of any negligence or default of the said E.D. his &c. in the premises, or any part thereof; and they the said &c. do covenant for payment of the money at dayes agreed on &c. *In witness whereof* &c.

A Condition to pay a sum of money at two several payments.

THe condition of this Obligation is such That if the above-bounden J.C. his heirs executors, administrators or assigns, or any of them, do well and truly pay, or cause to be paid unto the above named R. M. his executors administrators or assigns, at, or in the now dwelling house of the said R. M. situate &c. the full sum of 8 l. and 12 s. of lawful &c. in manner and form following, (that is to say) on the last day of May next ensuing, 4 l. thereof, and on the &c. next &c. the other 4 l. 12 s. thereof, being the full remainder of the said sum &c. without fraud or coven, That then this present Obligation to be void and of none effect; but if default shall happen to be made in either of the payments aforesaid, contrary to the true intent and meaning of these presents, that then &c.

A Letter of Attorney to receive a Debt onely.

KNow all men by these presents, That I E.C of &c. Gentleman, have assigned, ordained and made void, and in my stead and place by these presents put and constituted my trusty and well beloved friend E.L. of &c. to be my true

and

and lawful Attorney, for me, and in my Name, and to my use, to ask, sue for, levy, require, receiver and receive of J. W. of &c. Esquire, all and every such debts and sums of money which are now due unto me by any manner of ways or means whatsoever, giving and granting unto my said Attorney, my whole power, strength and authority in and about the premises, and upon the receit of any such Debts or sums of money aforesaid, acquittances or other discharges for me, and in my Name to make, seal and deliver, and all and every such act and acts, thing and things, device and devices whatsoever in the Law, for the recovery of all or any such debts or sum of money as aforesaid, for me, and in my Name to do, execute and perform as fully, largely and amply in every respect, to all intents, constructions and purposes as my self might or could do if I were there in the own person present, ratifying, allowing and holding firm and stable all and whatsoever my said Attorney shall lawfully do, or cause to be done in, or about the execution of the premises, by vertue of these presents. In witness whereof &c.

A Letter of Attorney General to receive Debts and Rents.

KNow all men by these presents, that I A. W. of &c. Esquire, have assigned, ordained and made, and in my stead and place put and constituted

nited my trusty and well beloved Friend H.H. of H. &c. to be my true and lawful Attorney for me, in my Name, and to my use, to ask, sue for, levy, recover and receive of all and every person and persons whatsoever, all and every such debts, rents and sums of money as are now due unto me, or which at any day or dayes, times or times hereafter shall be due, owing, belonging or appertaining unto me by any manner of ways or means whatsoever; giving and granting unto my said Attorney by the tenor of these presents, my full and whole power, strength and authority, in and about the premises, and upon the receit of any such debts, rents and sums of money aforesaid, acquittances or other discharges for me, and in my Name to make, seal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatsoever needful and necessary to be done, in or about the premisses, for the recovery of any such Debts, Rents and sums of money as aforesaid, for me, and in my Name to do, execute and perform, as fully, largely and amply in every respect, to all intents, constructions and purposes as I my self might or could do if I were personally present; ratifying, allowing and holding firm and stable all and whatsoever my said Attorney shall lawfully do, or cause to be done in, or about the execution of the same, by vertue of these presents. *In witnesse whereof* &c.

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A Condition to make an Apprentice free of London at the end of of his apprentiſhip.

THE condition &c. That whereas J H. *the Son of &c. is to be the apprentice of the above bound T. R. for the term of ſeven yeers, as by the Indenture in that behalf to be made, ſhall appear. If therefore the ſaid T. R. his executors, adminiſtrators or aſſigns, at the end of the ſaid term of ſeven yeers (if the ſaid* J.H. *ſhall be his apprentice, and ſhall dwell with, and ſerve him as an apprentice) do, or ſhall make or cauſe to be made the ſaid* J.H. *a Free-man of the City of London, and of the Company of Cordwayners of the ſaid City, at the proper coſts and charges of the ſaid T.R. that then, &c.*

A ſhort Letter of Attorney to receive Money due upon a Bond.

KNow all men by theſe preſents, That I T.A. of &c. have aſſigned, ordained and made, and in my ſtead and place by theſe preſents put and conſtituted my truſty and well beloved friend J.B. of &c. my true and lawful Attorney, for me, in my ſtead and Name, and to my uſe and behoof, to ask, recover and receive of W.S. of &c. G.T. of &c. and and I.M. of &c. the ſum of &c. due unto me for the non-payment of the ſum of &c.

of

of like money, on the 20th. day of &c. last past, before the date of these presents, as by one obligation with condition there under written, bearing date &c. in the year &c. more plainly appeareth; giving, and by these presents granting unto my said Attorney, my full power and lawful authority in the premisses, to do, say, perform, conclude and finish for me, and in my Name as aforesaid, all and every such act and acts, thing and things, device and devices in the Law whatsoever, for the recovery of all the Debts aforesaid, as fully, largely and amply in every respect, as I my self might or could do if I were personally present; and upon the receit thereof, acquittances or other Discharges for me, and in my Name to make, seal and deliver; ratifying, allowing, and holding firm and stable all and whatsoever my said Attorney shall lawfully do, or cause to be done in or about the execution of the premisses by vertue of these presents. *In witness whereof* &c.

A Form of an Award.

TO all Christian People to whom this present writing shall come, T. M. of &c. sendeth greeting &c. Whereas divers controversies and debates heretofore have been had, moved, and yet are depending between H. D. of &c. of the one party, and of O. L. &c. of the other party; for the appeasing and determining whereof, the said parties have submitted themselves, and are becom bound each of them to the other by their several Obligations, dated &c. in the sum of &c. with conditions upon the same Obligations endorsed, for the performance of all and every the award, arbitrement, determination and judgement of me the said T. M. Umpire, indifferently elected and chosen, as well on the part and behalf of the said H. D. as on the part &c. to award, arbitrate, determine and judge of, and concerning all and all manner of actions, suits, judgements, executions, accompts, reckonings, trespasses, strifes, variances, quarrels, controversies and demands whatsoever, had, made, moved, stirred or depending between the said H. B. on the one part, and the said O. L. on the other part, from the beginning of the world, until the day of the date of these presents. So alwayes as the said award &c. of me the said Umpire, for and concerning the premisses, be made and put in writing, indented under my hand and seal, on, or before the &c. as by the said several Obligations, and their several conditions, more plainly appeareth. Now know ye,

ye, That I the said T. M. Umpire, as aforesaid, taking upon me the charge of the said Award and Arbitrement, and having heard and viewed the sayings and allegations of either of the said parties concerning the premisses, and minding to set an unity and friendship concerning the same, do thereupon make and put in writing this my award, arbitrement, determination and judgement between the said parties, for and concerning the premises in manner and form following, that is to say, First I do award, arbitrate, determine, and judge by these presents, That he the said H. D. his Executors, Administrators or Assigns, shal well and truly pay, &c. And I the same Umpire do also award *&c.* That he the said H. D. shall on the &c. at the Shop of &c. Seal, and as his absolute Deed deliver to the said O. L. or to his use, a Release, Acquittance or Discharge of, and for all, and all manner of actions, suits, judgements &c. from the beginning of the World, &c. In witnesse &c.

A Lease made in consideration of the surrender of a former Lease for a longer time, with good Covenants.

THis Indenture made the &c. between I.B. of &c. C.D. of &c. and I.D. of &c. on the one part, and T.W. of &c. on the other part,

part, witnesseth, That the said I. B. C. D. and I D. as well for, and in consideration of the surrender of one former Lease, Dated the &c. made from the said I. B. C. and I. D. to H. W. brother to the said T. W. as also in consideration of the sum of &c. to the said I. B. in hand paid before the ensealing and delivery of these presents, by the said T. W. the receit whereof the said I. B. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit and discharge the said T. W. his executors, administrators and assigns, by these presents have demised, granted, and to farm-letten, and by these presents do demise, grant, and to to farm-let unto the said T. W. all those two Messuages or Tenements, with the appurtenances and three-yard Land to the same belonging; scituate, lying and being in the Parish of &c. late in the several tenures of the said H. W. deceased, and of A. P. widow, and now in the occupation of the said T. W. and the aforesaid A. P. together with the lops, tops and shrids of all the Hedgerow and Hedges growing in and upon Eleven Roods of Land in a field called *Arzons* field, and a furlong called B. furlong; and also the lop and top of one hedge growing in and upon a Close called K. Close, from the Gate by the lane side; and together likewise with Common of Pasture for twelve Kine, and one hundred and twenty sheepe in the Commons and Fields of D. aforesaid, and all other Fields, Pastures, Lands, Meadows, Feedings and Grounds whatsoever, with the appurtenances of them the said I. B. C. D. and I. D. which late were in the occupation of them the said H. W. and A. P. or

either

pither of them in D. aforesaid, and together also with all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-sides, Courts, Wayes, Easements, Profits, Commodities and Advantages whatsoever, to the said two Messuages, and other the Premises belonging or appertaining (except and alwayes reserved out of this demise and grant, the bodies of all trees, of oak, ash and elm, now growing and being, or which hereafter shall grow, and be in and upon the premises, or in and upon any part or parcel thereof, and also except one Barn, called the great Barn, and the Yard wherein the same standeth, which late were in the possession or occupation of C.B.) *To have and to hold* the said two Messuages, Tenements, Three-yard-land, Houses, Buildings, Barns, Stables, Orchards, Gardens, and all other the premises, with their appurtenances, before by these presents demised, and every part and parcel thereof (except before excepted) unto the said T.W. his executors, administrators and assigns, from the Feast day of &c. before the date at &c. unto the full end and term of &c. from thence next ensuing, and fully to be compleat and ended (if T.W. son of T.W. party to these presents, G.W. and A.W. or any of them shall so long live) *Yielding* and paying therefore yearly during the said term, unto the said I.B. his heirs and assigns, the sum of, &c. at two usual Feasts or Terms in the yeere, that is to say, at the Feast of &c. and the Feast of &c. by e-

Habend.

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ven

ven and equal portions,
nd if it shall happen the said yeerly Rent of &c. to be behind and unpaid,

The Re-enter for non-payment of the Rent.

n part, or in all, after either of the said Feasts n any yeer during the said term in which the ame ought to be paid, by the space of 28. dayes, eing lawfully demanded, and no sufficient Di-tresse to be had or found in, or upon the demised premises, that then and all at times afterwards shall and may be lawful to, and for the said I. B. his heirs and assigns, and every of them, into ll and singular the said demised premises, and e-ery part and parcel thereof, wholly to re-enter, nd the same to have again, and enjoy, as in his r their former estate, and the said T.W. his ex-ecutors and assigns, from thence utterly to expel, nd put out (this Indenture, or any thing before pecified to the contrary notwithstanding.) And he said T.W. party to these presents, his execu-tors, administrators and assigns, shall and will em time to time, and at all times hereafter du-ing the continuance of this present Feast, at his nd their proper costs and charges well and suffi-iently repair, uphold, sustain, maintain and eep the said Messuages or Tenements, and all o-er the demised premises, in good and sufficient eparations, and the same so being well and suffi-iently repaired, upholden and kept, in the end f the said term, or other sooner determination f this Lease, shall leave and hold up unto the aid I.B his heirs or assigns, the said T.W. from ime to time, having and taking (by the assigne-ment and appointment of the said J.B. his heirs

or assigns) sufficient Timber upon the said demised premisses, for the reparations of the same, if any such Timber be there to be had, otherwise the said Timber to be found, and reparations done as aforesaid, at the proper provision, cost and charges of the said T. W. party to these presents, his executors and assigns, and that neither the said T. W. his Executors or Assigns, or his or their under-tenants shall commit any waste or strip any Trees, Hedges, Quick-sets, Mounds or Fences upon the premises; and the said I.B. for himself *&c.* doth covenant and grant to, and with the said T.W. That the said two Messuages or Tenements three yard-land, and all other the aforedemised premises, with the appurtenances, and every part and parcel thereof, now are, and be, and so from henceforth during the continuance of this present Lease shall be, and continue clearly acquitted, exonerated and discharged of and from all, and all manner of former bargains sales, gifts, grants, joyntures, leases, annuities rents, arrearages of rents, statutes merchant and of the Staple, Recognizances, Judgements Executions, Wills, Intails, Legacies, Titles Troubles and Incumbrances whatsoever, had made, committed, suffered or done, or to be had made *&c.* by the said I. B. or by the said G. B. deceased, his Father. I. B. his Grand-father, and R.B. his Uncle, or by any of them, or by any of their heirs *&c.* or by any other person or persons or by or through their, or any of their means, act title consent or procurement (one lease heretofore made

That the premises are discharged of incumbrances.

made by the said G.B. of one Messuage or Tenement, and other things, parcel of the premises before by these presents demised unto the said A. P. for and during the natural life of the said A. whereupon the yeerly rent of &c. is reserved, and shall be from henceforth during the continuance of the same Lease, due and payable unto the said T.W. party to these presents, his Executors, Administrators and Assigns, onely excepted and foreprised.) *And further*, The said I. B. for himself, his heirs, executors and administrators doth covenant *&c.* That if at any time hereafter during the space of ten yeers next ensuing the date of these presents; the said T.W. or his assigns shall be minded to exchange, and put in one other life in the stead and place of any of them, the said T.W. the Son of G. and A.W. the party put out being then living, That then within three Weeks next after request in that behalf made, and payment of *&c.* to the said I. B. in the consideration thereof, he the said I B his heirs or assigns, shall and will at the costs and charges of the said T.W. party to these presents, his Executors or assigns make, seal and deliver in due form of Law unto the said T.W. party to these presents, his executors and assigns, one other good and sufficient Lease for the residue of the said term which shall be then to come (if any two of the persons before named, and such other person as shall be then nominated and put in, shall so long live, and under the like rents, covenants and conditions as in these presents is expressed,

To exchange a life within ten yeers.

[*Mutatis Mutandis*] And further, That the said T VV party to these presents, his executors, administrators and assigns, and every of them, under the Rents and Covenant herein before mentioned, shal and may peaceably and quietly have, hold, possesse and enjoy the said two Messuages or Tenements, Three-yard land, and all other the before-demised premises, with the appurtenances, and every part thereof during the whole term hereby granted, (if the said T. VV. the son of G.W. and A. VV. or such other persons as shall be hereafter named, with two of them in the stead and place of any of them so dying or exchanging, shall so long live) without the lawful let, trouble, eviction or contradiction of the said I B his heirs or assigns, or of the heirs, executors or assigns of the said G.B. deceased, or of any other person or persons whatsoever (except onely the said A.B. for her Lease before mentioned.) And the said C D and I D for themselves and either of them severally and respectively, and not the one for the other, nor the others act, and for their several executors, administrators and assigns, do covenant, promise and grant to and with the said T VV party to these presents his &c. That he the the said T. VV. his executors, administrators and assigns, and every of them shall, and may according to the tenor and true meaning of these presents, peaceably and quietly have hold and enjoy all the said demised premises, with the appurtenances, and every part thereof free and clear, and freely and clearly acquitted and discharged of, and from all and all manner of former bargains, sales, gifts, grants

leases

leases, joyntures, dowers, uses, wills, intails, statutes, recognizances, judgements, extents and executions, and of, and from all other estates, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done by them the said C D and I D or either of them, or by any other person or persons by their, or either of their means, act, title or procurement. *And lastly*, the said I B for himself *&c.* that he the said I B his heirs and assigns, and every of them, shall and will at all times hereafter, and from time to time upon request made, at the costs and charges in the Law of the said T. VV. party to these presents, his executors or assigns, or some of them, make, do and execute, or cause to be made done and executed all and every such further and other reasonable act and acts, thing and things whatsoever, for the further and more better assurance, surety, sure making and conveying of the said demised premises, with the appurtenances, and every part thereof unto the said T W party to these presents, his executors and assigns, during the time aforesaid, and in such manner and form, and upon such Rents, Covenants and Conditions as is before herein mentioned according to the effect and true meaning of these presents, as by the said T VV his executors or assigns, or by his or their Council learned in the Law, shall be reasonably devised, or advised and required. *In witness &c.*

For further assurance.

A Grant of an Extent &c.

THis Indenture made &c. between B.D. of &c and VV.D. of &c. on the one party, and T.B G B. and T.O. of &c. on the other party, wi nesseth, That whereas the Righ Honourable E. Lord S. by th Name of E.S. Esq; by one Recog nizance, bearing date &c. taken knowledged and sealed before Sir R.D. Knight, Lor Chief Iustice of England, according to the form o the Statute for the Recovery of Debts in that case pro vided, standeth bound to the said I.D. in the sum o &c. payable &c. as by the same Recognizance &c and whereas also the said I.D. hath extended, and t him is delivered in the Execution, the Mannor of N with the appurtenances in the County of &c. at th yearly rent of &c. for non-payment of the said su of &c. Now the said I. D. for divers good cause and considerations him hereunto especially moving hath assigned and set over, and by these presents do grant, assign and set over unto the said VV. D. T.B G.B. and T.O. all the estate, right, title, interest an demand whatsoever, which he the said I. hath by reaso of the said extent, of, in, and to the said Mannor of N with the appurtenances, and of, in and to every pa and parcel thereof, and in and to all and singul messuages, lands, tenements, meadows, leases, pa stures, feedings, rents, reversions, services and her ditaments, with the appurtenances so extended an delivered in execution as aforesaid. And the sai I D for himself &c. That he the said I D his exe

Recital of the Recognizances.

cutor

utors, administrators or assigns at any time or times ereafter shall not do any act or acts, thing or things, hereby the said extent and extents, or the estate, ti e or interest of the said VV. D. &c. or any of them, of the executors, administrators or assigns of them, any of them by reason of the said extent, may be any wise hurt, hindered, impeached, discharged, done or made void. And further, That he the said D his heirs, executors and administrators, shall d will at the reasonable request, costs and charges the Law of the said VV. or any of them, do, and ffer to be done, made and acknowledged all and e- ery such lawful and reasonable act and acts, thing d things, device and devices in the law what- ever, for the further assurance, surety, re-making and conveying of the premises, r and during all the time and term of the id extent and execution, unto the said T. B. G. B. d T O as by the learned Council of them, or any of em, shall be reasonably devised, or advised and re- uired. In witness &c.

An assignement of a Bond for performance of Covenants.

TO all Christian people &c. I.I &c. sendeth greeting &c. VVhereas R D of &c. by his Obligation bearing date &c. became bound unto the said I I in the sum of &c. conditioned for performance of Covenants contained in one part of Indentures of bargain and sale of the Inne called K in C &c. in the &c. with certain Lands thereunto belonging; which Inne and premises are now by the said I I bargained and sold unto M VV of &c. his heirs and assigns. Now the said I I for the better enjoying of the said Inne and other the Lands and Tenements thereunto belonging, hath as much as in him is, assigned and set over, and by these presents doth fully clearly, and absolutely assign and set over unto the aforesaid M VV his heirs, executors and assignes, the said recited Obligaiton, and all sums and sums of money therein mentioned, and the benefit and advantage thereof to be had and made. And he said I.I. for himselfe &c. doth covenant and grant to, and with the said M.VV. &c. That he the said M.VV. his heirs, executors administrators and assigns, shall and may in lawful manner, at his and their cost and charges all times hereafter, sue for, levy, recover and enjoy all sum and sums of money, benefit and advantage whatsoever, which shall or may be gotten by vertue, force or means of the said recited Obligation, in the Name of the said I I his executors

cutors or administrators, without any manner of non-suit, release, trouble, denial or interruption of the said I.I. his executors or administrators, unlesse it be by consent of the said M.VV. his heirs or assigns, in writing first had and obtained. And he the said M.VV. for himself &c. That he the said M.VV. his executors or administrators, shall and will from time to time, and at all times hereafter, save and keep harmless the said I.I. his executors or administrators, and every of them, off and from all, and all manner of costs and charges to arise by means of any suit, upon or by reason of the said Obligation. *In witnesse whereof &c.*

A

A Release of one Annuity.

TO all Christian people &c. VVe N B and A B of &c. send greeting &c.

Recital. VVhereas Sir J. B. of *&c.* by his Deed indented, bearing date &c. for the considerations therein mentioned, did give and grant unto VV. L. and R.P. of *&c.* one annuity or yeerly rent of &c. to be issuing and going out of all and singular the mannors, messuages, lands and tenements, called H. and L. within the parish of &c. and out of all Lands, Tenements and Hereditaments, with the appurtenances in H. and L. within the said Parish of &c. in the said County of &c. to have, hold, receive and enjoy all the said annuity or yeerly rent of &c. to the said VV L. and R P. their executors or assigns, for and during the natural life of the said Sir I B. the said annuity or yeerly rent of &c. to be payable and paid to the the said W. and R. their executors and assigns, during the life of the said Sir J.B. at two Feasts in the yeer, *viz.* at the Feast of &c. at, or in the &c. as by the same Deed indented thereof made, more at large it doth and may appear. Sithence which time, the said VV L. is dead, and the said R.P. him survived. And whereas also the said R.P. by his Deed indented, bearing date &c. for the consideration therein mentioneed, did demise, grant, bargain and sell unto the said N. B. his executors and assigns, the said annuity or yeerly rent of &c. and every part thereof, to have and to hold unto the said N.B. his executors and assigns,

assigns, from and during the term of &c. from thenceforth next and immediately ensuing, and fully to be compleat and ended, if the aforesaid Sir I.B. should so long live, as in and by the said Indenture last mentioned, more &c. Now know ye, That we the said N.B. and A.B. for and in consideration of a certain and competent sum of lawful money of *England*, to us in hand paid, at and before the &c. by G. S. and R. G. of &c. Esquire, whereof and wherewith &c. have remised, released and quit-claimed, and by these presents for us, and either of us, our, and either of our executors and assigns, and every of us, do fully, clearly and absolutely remise, release, and for ever quit-claim unto the said G.S. and R.G. their heirs and assigns, and every of them, in their, or some, or one of their full and peaceable possession, as well the said annuity or yeerly rent of &c. before mentioned, and every part and parcel thereof; and all rents, arrearages of rents, penalties, forfeitures, *nomine pœna*'s and distresses whatsoever, at any time or times heretofore due or forfeited by reason of the non-payment of the said annuity or yeerly rent of &c. or any part and parcel thereof; as also the Estate, Right, Title, Interest, Property, Term and Terms of life, lives and yeers, reversion, claim and demand whatsoever, which we the said N. B. and A. B. or either of us; our, or either of our Executors or Assigns now have, may, might, should, or in any wise ought to have or claim of, in, and to the said annuity or yeerly rent of &c. above mentioned, or any part thereof, by force and vertue

of

the said several Deeds indented, above recited or mentioned, or either of them, or otherwise howsoever; To have and to hold the said annuity or yeerly Rent of &c. and the Estate, Right, Title, Interest of all other the before-mentioned premises, with the appurtenances, and every part and parcel thereof, unto the said G.S. and R.G. their heirs and assigns for ever, so as neither the said N.B. and A.B. or either of us, our, or either of our executors or assigns, or any of us, shall or will at any time hereafter, ask, claim, challenge or demand any Estate, Right, Title or Interest in or to the said annuity or yeerly Rent of *&c.* or any part thereof; but thereof, and therefrom, and from all Actions, Suits, Titles and Demands concerning the same, shall be utterly secluded, and for ever debarred by these presents. *In witness whereof &c.*

A

A ſhort Leaſe of certaine Tythes.

THis Indenture made the &c. between Sir E. S. of *&c.* on the one part, and M.D. of &c. on the other part, witneſſeth, That the said Sir E.S. for divers good cauſes and conſiderations him moving, and eſpecially of the good opinion he hath and conceiveth of the ſaid M D. hath demiſed, granted, betaken, and to farm-letten, and by theſe preſents doth &c. unto the ſaid M.D. and his aſſigns, all that the Tythes of Corn, Grain and Hay yeerly coming, renewing and growing within the Townſhip of &c. and within the Lordſhip of &c. in the County of G. and now held by E.L. of &c. to have and to hold, perceive, take and enjoy all the ſaid Tythes of Corn, Grain and Hay unto the ſaid M D. and his aſsigns, from and immediately after the date of theſe preſents, unto the full end and term of 21 years, from thence next enſuing, and fully to be compleat and ended, and that in as large and ample manner as the ſame lately were held and enjoyed by the ſaid E. L. yeilding and paying therefore yeerly during the ſaid term, unto the ſaid Sir E.S. his heirs and aſsigns, the ſumme of &c. at the Feaſt of &c. at one whole entire payment: And if it ſhall happen the ſaid yeerly Rent of &c. to be

Grant.

Habend.

Reddend.

A nomine pœnæ for non-payment of the Rent.

be behind or unpaid, in part, or in all. by the ſpace of *&c.* next following the ſaid Feaſt, being lawfully demanded, that then for every ſuch default the ſaid M. D. or his aſsigns, ſhall forfeit and pay unto the ſaid Sir E. S. his heirs or aſsigns, the ſum of &c. over and beſides ſuch arrearages as then ſhall happen to be behind and unpaid. And the ſaid Sir E.S. for him, his heirs, executors and adminiſtrators, doth covenant &c. That he the ſaid M.D. his executors and aſsigns, ſhall and may at all time and times from henceforth, for and during all the ſaid term hereby grauted, peaceably and quietly have, hold, occupy, poſſeſſe and enjoy all the ſaid Tythes of Corn, Grain and Hay (paying the Rent before reſerved) without any manner of lawful let, eviction, diſturbance or contradiction of the ſaid Sir E.S. his heirs or aſsigns, or any other perſon or perſons by his or their means, conſent or procurement. In witneſs *&c.*

A Deed of Gift.

TO all people to whom this preſent writing ſhall come, I A.B. of &c. ſend greeting *&c.*

Know ye that I the ſaid A.B. for, and in conſideration of the ſum of &c. which I the ſaid A.B. do owe, and am indebted unto T.S. of &c. have given, granted and ſold, and by theſe preſents

sents do fullyr clearly and absolutely give, grant, bargain, sell and confirm unto the said T.S. all and singular such my goods, chattels and implements of houshold, and commodities whatsoever, as are contained and specified in a certain schedule hereunto annexed; *To have and to hold* all and singular the Goods, Chattels, Implements of houshold, and commodities whatsoever, as aforesaid, to the aforesaid T.S. his Executors, administrators and assigns, to his and their own proper uses & behoofs for ever, thereof and therewith to do, use and dispose at his and their will and pleasure, as of his and their own proper goods and chattels, without any manner of challenge, claim or demand of me the said A.B. or of any other person or persons for me, in my Name, by my cause, means, consent or procurement: And further, know ye, that I the said A.B. have put the said T.S. in full possession of all and singular the aforesaid premises, by the delivery unto him at the ensealing hereof, one Goblet of Silver in name of all the said Goods. *In witnesse whereof* &c.

Habend.

Another Deed of Gift.

TO all people &c. I B.C. of &c. send greeting, Know ye that I the said B.C. as well for and in consideration of the natural affection and brotherly love which I have and bear unto my well-beloved

beloved Brother P.C. of &c. as also for divers other good causes and considerations me at this present especially moving, have given and granted, and by these presents do give, grant and do confirm unto the said P. C. all and singular my Goods, Chattels, Leases, Debts, ready Money, Plate, Jewels, Rings, Houshold stuffe, Apparel, Vtiensils, Brasse, Pewter, Bedding, and all other my substance whatsoever, moveable and immovable, quick and dead, of what kind, nature, quality or condition soever the same are or be, and in what place or places soever the same be, shall or may be found, as well in mine own custody or possession, as in the possession, hands, power and custody of any other person or persons whatsoever, To have and to hold, *all and singular the said Goods, Chattels, Leases, Debts, and all other the aforesaid premisses, unto the said P.C. his Executors, administrators and assigns, to his and their own proper uses and behoof, for ever freely and quietly, without any matter of challenge, claim or demand of me the said R.C. or of any other person or persons whatsoever, for me, in my name, by my cause, means or procurement, and without any money or other thing therefore to be yeilded, paid or done unto me the said B.C. my Executors, administrators or assigns. And the said B.C. all and singular the aforesaid goods, chattels add premisses to the said P.C. his executors, administrators and assigns, to the use aforesaid, against all people do warrant, and for ever defend by these presents; and further, know ye that I the said B.C. have put the said P.C. in peaceable and quiet possession of all and singular the aforesaid premisses, by the delivery unto him at the enscaling hereof, one coyned piece of Silver, commonly*

Warrant.

monly called two pence, fixed on the seale of these presents. In witness whereof &c.

A Release of a Dower.

TO all people to whom this present Writing shall come, Dame *Dorothy VVilliams*, late the Wife of Sir *David Williams* Knight, deceased, sendeth greeting &c. Know ye that the said Dame *Dorothy* W. for and in consideration of the performance of a former agreement had and made between the said Dame *Dorothy* W. and the said Sir D.W. her late Husband, before their inter-marriage, hath remised, released, and for ever quit claimed, and by these presents doth clearly and absolutely remise, release, and for ever quit-claim unto Sir D.W. Knight, T.W. and R.W. sons of the said Sir D. W. and to every of them, all, and all manner of Dower, and Right and Title of Dower whatsoever, which she the said Dame *Dorothy* W. now hath, may, might, should, or of right ought to have or claim of, in, or out of all and every the manors, messuages, lands, tenements and hereditaments whatsoever, which were the said D. W. at any time during the covertue between him and the said Dame D. situate and being in the Counties of &c. or in any, or every of them, and all, and all manner of actions and Writs of Dower whatsoever, so as neither she the said Dame D. VV. nor any other for her, or in her Name, any maner of Dower or

writ, or action of Dower, or any manner of right or title of Dower, of, or in the said Mannors, Lands, Tenements, and heriditaments, or of, or in any part or parcel thereof, at any time hereafter shall, or may have or claim, or prosecute against the said Sir D.VV. T.VV. and R.VV. nor any of them, their, nor any of their heirs or assigns, but of and from the same shall be utterly debarred, and for ever excluded by these presents *In witnesse* &c.

A Release from one that hath lost his articles of agreement.

BE it known unto all men by these presents, That I E.VV. of &c. have remised, released and quit-claimed, and by these presents do for me, my heirs, executors, administrators and assigns, and every of us, fully, clearly and absolutely remise, release, and for ever quit-claim unto I.O. of &c. his &c. all and all manner of Actions, Suits, Plaints, Pleas, Processe and demands whatsoever, which against the said I.O. I ever had, now have, or at any time hereafter shall or may have by reason or meanes of any grant, covenant, contract, promise, bargain, clause or thing mentioned, contained, expressed or declared in, or by certain articles of agreement indented, bearing date &c. made between the said I.O. on the one part, & me the said E. VV. on the

the other part, touching or concerning the procuring of a Lease of a field, or parcel of ground, arable, meadow or pasture, called the &c. of the yeerly Rent of &c. lying &c. which said Lease I do hereby acknowledge is procured and passed by the said I. O. according to my mind and desire, and of and from all bonds, bills, and writings obligatory, and all and every penalty, sum and sums of money in them, or any of them mentioned or contained, wherein, or whereby the said I. O. is, and standeth bound unto me for the performance of the Covenants, Grants, Articles and Agreements in the said Articles mentioned or contained. *In witness*, &c.

A Form of a Will.

IN the Name of God, Amen. The tenth day of &c
I A. B. being sick in body, but of good and per
fect memory, thanks be to Almighty God, and call
ling to remembrance the uncertain estate of thi
transitory life, and that all flesh must yield unt
Death when it shall please God to call, do make
constitute, ordain and declare, this my last wil
and Testament in manner and form following
reveking and annulling by these presents all an
every Testament and Testaments, will and wil
heretofore by me made and declared either b
word or writing; and this is to be taken onely fo
my last will and Testament, and none other: An
first being penitent and sorry from the botto
of my heart for my sins past, most humbly de
ring forgiveness for the same, I give and comm
my soul unto Almighty God my Saviour and Re
deemer, in whom, and by the merits of Jes
Christ I trust and believe assuredly to be save
and to have full remission and forgiveness of a
my sins; & that my soul with my body at the g
neral day of resurrection, shall rise again with
and through the merits of Christ's death & Pa
on possess and inherit the Kingdom of heave
prepared for his elect and chosen; and my bo
to be buried in such a place, where it shall ple
my Executors hereafter named to appoint: &
now for the setling of my temporal estate, a
such Goods, Chatels, and Debts, as it h
pleased God, far above my deserts to bestow u

me; I do order, give and dispose the same in manner and form following (that is to say) First, I will that all those debts and duties as I owe in right or conscience to any manner of prrson or persons whatsoever, shall be well and truly contented and paid, or ordained to be paid, within convenient time after my Decease, by my Executors hereafter named, *Item* I give and bequeath, in witnesse, &c.

An assurance of a Joynture to the Wife, with Remainder in tail.

THis Indenture made, &c. between H.V. of, &c. on the one part, and L.L &c. and G.L. &c. on the other part, Witnesseth, that as well for, and in consideration of marriage had and solemnized, between the said V. and A. now wife of the said H.V. and Sister of the said L. and G for the great good will, love and affection, which the said H. hath and beareth to the said A his wife; and to the intent that the Messuages, Lands, and Tenements hereafter in these presents specified, shall come and continue in the issue of the said H. and A. in such sort, manner, and form, as hereafter in these presents is expressed, mentioned, and declared; It is covenanted, Granted, Condescended, Concluded and fully agreed upon; by and between the said parties to these pre-

ſents, in manner and form following: And th
ſaid H. V. for the conſideration aforeſaid, dot
covenant, grant and promiſe, for himſelf, &c. t
and with the ſaid L. L. and G. L. their &c. b
theſe, preſents, That he the ſaid H. V. his heirs an
aſſigns, and all and every other perſon and pe
ſons whatſoever, ſhall ſtand and be ſeized, o
and in all & ſingular thoſe his Meſſuages, Land
Tenements, Meadows, Leaſons, Paſtures, an
Hereditaments whatſoever, with all ſingular the
appurtenances, in the Pariſh, Town and Field o
C. aforeſaid, in the ſaid, &c. which late wer
parcel of the poſſeſſions of the late diſſolved Mo
naſtery of, &c. and now be, or late were in th
ſeveral Tenures or occupations of, &c. and the
aſſigns, and the reverſion and the reverſions o
the premiſes, and every part and parcel thereo
to the uſes, purpoſes and intents hereafter in the
preſents expreſſed and limited, and to no oth
uſe, intent or purpoſe whatſoever, that is to ſa
to the uſe and behoof of the ſaid H. V. for the ter
of his natural life without impeachment, of, o
for any manner of waſte, and after his deceaſe, t
the uſe and behoof of the ſaid A. V. now wife o
the ſaid H. V. for the term of her natural lif
and after the deceaſe of the ſaid H. and A. h
wife, then to the uſe and behoof of ſuch of th
Children, between them the ſaid H. and A law
fully begotten, as the ſaid A. by her laſt will an
Teſtament, or other writing to be aſſigned & ſub
ſcribed by her the ſaid A. in her life time, ſha
limit, nominate and appoint: And if no ſuch li
mitation, nomination, or appointment ſhall b
made by the ſaid A. in her life time, then to th

use of the heirs of the bodies of the said H. and A. between them lawfully begotten, and for, &c. to the use of the right heirs of the said H. V for ever: And further, the said H.V. for himself &c. doth Covenant &c. to and with the said L.L. and G.L. their heirs, &c. That he the said H.V. his heirs and assigns, shall and will permit and suffer the said A.V and all and every other person and persons, to whom the said Messuage, Lands, Tenements and other the premises, or any part or parcel thereof shall happen to come, or of right ought to come, by reason of these presents; peaceably and quietly to have, hold, occupy and enjoy all and singular the said Messuages Lands, Tenements & Hereditaments before by these presents expressed and mentioned, without any manner of let, trouble, eviction, disturbance, suit, vexation or expulsion of the said H.V. his heirs or assignes, or any other person or persons whatsoever, lawfully having, claiming, or pretending to have, any estate or title, from, by or under the said H.V. his heirs or assinges, according to the intent, form, and true meaning of these presents, In witnesse whereof, &c.

A

A Lease of a Fee-Farm, and certain Lands, with necessary Covenants.

THis Indenture made &c between C.B of &c. on the one part; and T.W of, &c. on the other part, Witnesseth; That the said C. B. for divers good causes and considerations; him thereunto especially moving. Hath demised, granted and to farm letten, and by these presents doth demise, &c. unto the said T.W. his executors, administrators and assigns, all that his Messuage, Tenement or Farm-house called, W. with the appurtenances, and all Houses, Edifices, Buildings Barns, Stables, Orchards, Gardens, Lands Tenements, Meadows, Feedings, Pastures Profits, and Commodities whatsoever, to the said Messuage, Tenement or Farm house now belonging or appertaining, and being now in the tenure or occupation of the said T.W. or of his assignes or assignees, situate, lying and being in the Parish of &c. Except and alwayes reserved unto the said C.B his executors and assigns, all and all manner of woods and under-woods, hedges, rows and Timber-trees, now standing, growing, and being, or which hereafter shall stand, grow, or be in and upon the demised premises, or in and upon any part or parcel thereof, and also except and always reserved unto the said, C. B. his executors & assignes, by the space and for the term of one whole year next before the end and expiration

Exception.

of

on of the term of seven years, and one halfe year hereunder granted, the said Messuage, Tenement or Farm house, and one Close or parcel of ground, called W. containing, &c. be it more or lesse; together with free liberty of ingresse, egresse, abiding and dwelling, into, out of, from and upon the said Messuage, Tenement, and Farmhouse, and one Close called W. by and during the said space and term of &c. next before the end and expiration of the said term of &c. To have and to hold the said Messuage, Tenement, or Farmhouse, Houses, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Pastures, and other the demised premisses, and every part and parcel thereof, (except before excepted,) unto the said T. W. his Executors, Administrators and Assigns, from the Feast day of &c. for and during his Term of &c. and fully to be compleat and ended. Yielding and paying therefore yeerly, during the said term, unto the said C. B. his executors and assignes, the rent of, *&c.* at four Feasts or Terms in the year most usual, (That is to say) at, *&c.* by even and equal portions. And if it shall happen the said yeerly rent of *&c.* or any part or parcel thereof to be behind and unpaid, by the space of *&c.* next over or after any of the Feast dayes, in which the same ought to be paid, being lawfully demanded, That then and from thenceforth and at all time after, it shall and may be lawful to and for the said, C. B. his executors, administrators and assignes, into the said Messuage, Tenement

Habend.

Re enter for non-payment.

ment

ment or Farm house, Houses, Edifices, Lands, Meadows, Pastures, and all the premised premisses, with the appurtenances, and into every part and parcel thereof, wholly to re-enter, and the same to have again, repossesse and enjoy, as in his or their former estate. And the said T.VV. his Executors, Administrators and assignes, and all other the Tenants and Occupiers of the said demised premisses, or any part or parcel thereof, thereout, and from thence, utterly to expel, amove, and put out, this Indenture or any thing herein contained to the contrary thereof, in any wise notwithstanding. And the said T. VV. for himself, doth covenant, &c. in manner and form following, (That is to say) that he the said T.VV. his Executors, Administrators and Assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter during the said term of, &c. by these presents granted, when and as often as need shall require, well and sufficiently repair, support, sustain, maintain and amend the said Messuage, Tenement or Farm house, and all the Houses, Edifices, Buildings, Barns and Stables thereunto belonging or appertaining, with the appurtenanes, and every part and parcel thereof, in, by and with all and all manner of needful and necessary reparations whatsoever: And also shall and will at all times hereafter, and from time to time, during the said term, at his and their like cost and charges, well and sufficiently hedge, fence, ditch, enclose and amend all & singular the hedges, fences, ditches and enclosures belonging to the said

For Reparation.

demised

demised premisses, in, by and with all and all manner of hedging, fencing ditching and enclosing, when and as often as need shall require, during the said term; And as well the said *Messuage*, Tenement or Farm-house, Houses, Edifices, Buildings, Barns and Stables, with the appurtenances, and every part and parcel thereof, so well and sufficiently repaired; As also the hedges, ditches, fences and enclosures aforesaid, well and sufficiently supported and amended, in the end of the said term, or other determination of this present Lease, shall leave and yield up into the hands and possession of the said C. B. his Executors, Administrators and Assignes, And the said T. W. for himself, his Executors, Administrators and Assignes, doth covenant &c. That he the said T. W. his Executors, Administrators and Assines, shall permit and suffer the said C.B. and his assignes, to plant and make in and upon some convenient place of the demised premisses, one Orchard, not exceeding the number of 2. acres of Land, with such store of fruit-trees, and other trees, as the said C. B. or his assinges shall think meet; and the same Orchard and the same fruit-trees so made and planted, shall fence, preserve and keep so much as in him shall be, from spoil and hurt of Cattel, and from all other harm and destruction. And further, that the said T. W. his executors, administrators and assignes, shall be at all times hereafter, and from time to time, during the said term

A Covenant for planting an Orchard.

A covenant for finding meat, drink, lodging, apparel & other necessaries.

term of, &c find and allow unto G. B. widdow, Mother unto the said C. B. competent and sufficient meat, drink, lodging, apparel, & all other necessaries whatsoever, meet and convenient for her degree, and shall from time to time, and at all times, clearly acquit, exonerate and discharge the said C. B. his executors, administrators and assignes, and every of them, of, for and concerning the keeping of the said G. B. during the Term of, &c. before by these presents granted. And Lastly, *Not to plow up the Meadows.* the said T. W. for himself doth covenant, &c. That he the said T. W. his executors, administrators or assignes, or any of them, shall not at any time of times hereafter during the term, before, in and by these presents granted, plow up or otherwise deface or spoil the Meadow-ground belonging to the said demised premisses, or any part or parcel thereof: And also that the said T. W his executors, administrators or assigns, shall & will in the end of the said term of, &c. before by these presents granted or other determination of this present Lease, deliver and yield up the quiet and peaceable possession of all and singular before the demised premisses, and every part and parcel thereof unto the said C. B. his executors &c. And the said C. B. for himself, &c. doth covenant &c. in manner and form following, (*viz.*) That he the said T. W. his Executors, administrators and assignes, and every of them, for and under the yearly rent before by these presents reserved, and other the covenants, grants, Articles and agreements in these presents contained, shall

and

and may peaceably, lawfully and quietly have, hold, use, occupy, possesse and enjoy all and singular the said Messuage, Tenement or Farm-house, Houses, Edifices, Buildings, Lands, Meadows, Orchards, Gardens, and all other the before the demised premisses, and every part and parcel thereof, (except before excepted) for and during the said Term of, &c. before by these presents granted, without any manner of lawful let, suit, trouble, eviction, disturbance or contradiction of the said C.B. his Executors administrators, or assignes, or any of them, or of any other person or persons whatsoever, by his, their, or any of their means, act, title, or procurement.

A *Proviso.* Provided alwayes, and it is meant and intended by and between the said parties to these presents, that this Indenture, or any thing herein contained, shall not extend to charge the said C.B. his Executors or administrators by or with any action of covenant, or other action whatsoever saving onely for such an estate and interest, as the said C. B. or any other claiming by, from or under him, now have, hath or may have, of, in or to the demised premisses, or any part thereof, and not for any better or former estate, right, or title, which shall or may proceed or extinguish the grant by these presents made. In witnesse, &c.

A

An assignment of two several Obligations.

TO all Christian people to whom this present writing shall come, F. D. of, &c. Gentleman, sendeth greeting. Whereas R. D. of, &c. Gentleman, in and by one Obligation or writing Obligatory, with condition thereupon endorsed, bearing date, &c. And whereas also M. F. of. &c. Esq; in and by on other obligation, or writing Obligatory, with condition thereupon also endorsed, bearing date, &c. do stand bound to the said E. D. his Executors, administrators and assigns, in severall sums of &c. as by the said several Obligations, relation being thereunto had. may appear. New know ye, that the said F. D. for divers good causes and resonable considerations him hereunto especially moving, Hath bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely bargin, sell, assign and set over unto R. B. of, &c. his executors, administrators and assignes, as well the said two Obligations; as also the severall sums of money in them, and either of them, mentioned or contained, To the proper use and behoof of the said R. B. his executors, administrators and assignes, and without any accompt or other thing therefore to be yielded, paid or done unto the said F. D. his Executors, administrators or assignes, or to any of them. And the said F D. for himself, his heirs, executors and administrators, doth covenant, promise and grant

grant to and with the said, R. B. his executors, administrators and assigns, by these presents in manner and form following; That is to say, that he the said R. B. his executors, administrators and assigns, and every of them, shall and may at all times hereafter, and from time to time, peaceably and quietly have, hold, use, occupy, possesse and enjoy all and singular the sum and sums of money whatsoever, contained in the said several obligations; And also the benefit, commodity, penalty and advantage whatsoever, which shall or may happen, come, grow; or be by reason of the said several Obligations or Writings Obligatory above recited, or mentioned, without any manner of suit, trouble, gainsaying, means, consent or procurement of the said F.D. his executors, administrators or assignes, or of any person or persons whatsoever. In Witnesse, &c.

An assignment of two Apprentices, and their years to come.

TO all christian people to whom this present writing shall come: I A. M. Citizen and &c. send greeting, in our Lord God everlasting. Whereas my Arprentices I. S. and G. R. have certain years yet to come and unexpired of their several Apprentiships; to wit, the said I.S. one

Recital of the Indentures.

I. S. one whole year and a half, from the Feast of, &c. last past, and the said G. R. the space of two years and a half, from the same Feast, as by their several Indentures thereof unto the said A. M made and sealed, at large it doth and may appear: Now know ye, that I the said A. M. for divers good Causes and Considerations me especially moving; and the rather for that it stands with the good likeing and pleasure of my said Apprentices; Have given, granted, assigned and set over, and by these presents do fully and absolutely, give, grant, assign, and set over unto my well beloved Friend R. H. Citizen and Habberdasher of London, all such right, title, duty, term of years to come, claim, interest, Apprentiships, services and demands whatsoever, which I the said A. M. have of, in or to the said I. S. and R. G. my said Apprentices, or which I might or ought to have of and in them, or either of them, by force and vertue of the above recited Indentures of Apprentiships: (That is to say) the true and faithful service of I. S. for and during the time and space of one whole year and a half, from, &c. as aforesaid; and the like honest and dutyful service of G. R for and during the time and space of two whole years and a halfe, &c. from the Feast day, as is afore declared: Giving, and by these presents granting unto the said C. B. my full power and lawful authority for the having, keeping and enjoying of my said Apprentices, I and G. before mentioned, for and during their several times yet to come and unexpired: And moreover, I the said A. M. do by these presents, Covenant, promise and grant, to and with the

Consideration.

Grant of their Terms

the said C. B. his executors and assignes; That the said I. and G. Apprentices, shall, during their severall times well, and truly serve the said C. B. as their Master, and his commandements lawful and honest every where shall go, & from the service of him they nor either of them shall not absent or prolong himself by day or night, during the said severall term of their aforsaid Appretiships, yet to come & unexpired. Provided, That the said C. B. their Master shall well intreat and use the said I. & G. as becometh Apprentices, in such case to be used; finding unto them and either of them, meat, drink, linnen, woollen, hose, shooes, and bedding, and all other necessaries during the said term, In witnesse, &c.

A Proviso, that if the Lessor be minded to surrender his grand Lease, to take a further estate in the premises, then the demise to be void, with a Covenant to grant a new Lease of the Premises.

PRovided alwayes, and be the demise under and upon condition, That if the said I.B. his executors administrators or assigns, shall at any time during the demise, be minded to surrender his grand Lease, by which he hath and holdeth the foresaid demised premises (amongst other things) to the intent to get a new Lease, or any larger or further estate, of, in and to the same; And therefore shall give or leave notice in the writing to and for the said A. B. his executors, administrators or assignes, at the said demised Mansion House: That then at the day and time of such notice given, & from thenceforth for ever, this demise, grant and term of years shall cease, determine and be utterly void and of none effect, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding; and the said I. B. &c. doth covenant and grant to and with the said A. B. his &c. That he the, &c. or assignes, notwithstanding the surceasing and determination of this demise, grant and term of years of the said A. B. to be

e had, claimed and enjoyed as aforesaid, shall nd will not only peaceably and quietly permit nd suffer the said A. B. his executors administrators and assignes, To have, hold and enjoy he said demised premises, under the yearly rent foresaid, by and during the term of three oneths from thence next following, but also efore the end and expiration of the same, shall his and their own proper costs and charges ake, seal & deliver, or cause, &c. And sufficiently tendred at the said demised Mansion-ouse unto the said A. B. his executors or assigns new Lease, or Grant in writing of all the aid demised premisses, for so much of the said ime of, &c. as shall be then to come and unexired, and for and under such Rents, Covenants nd conditions, as are contained in this present Lease.

A Letter of Atturney to enter upon Lands, and to deliver a Lease made to another.

KNow all men by these presents, that I R. R. of, &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint, T.C. of, &c. my true and faithful atturney, for me, and in my stead and name to enter and come into and upon the Farm and Lands of T. in the Parish

rish of, &c. now in the tenure or occupation of R. T. or of his assignes, or upon any part thereof, then and there for me, and in my stead and name, to deliver as my act and deed, unto H. M. of, &c. or to his assignes, one Indenture whereunto I have already sealed, bearing date &c. made between me the said R. R. of the one party, and the said H.M. of the other party, purporting a Lease of the said Farm and Lands unto the said H.M. his executors administrators and assignes; for the term of four years next ensuing as in and by the said Indenture more at large appeareth: which Indenture after the same shall be so delivered by my said attorney, I the said R. R. do promise by these presents, shall be my effectuall deed in Law to all intents, constructions and purposes, as if I the said R. R. had sealed and delivered the same then and there myself. In witnesse, &c.

A Letter of Attorney to enter upon Lands, and to deliver a Lease.

TO all Christian People to whom this present writing shall come; We T. A. and R. M. of, &c. send greeting. Whereas we the said T. A. and R. M. have signed and sealed to one Indenture, bearing date with these presents

purporting

urporting a Lease, Demise, or Grant unto I. H. f, &c, of all that our Manor or Farm of, &c. nd of all that our Scite of the Rectory or Parsonage of L. in the said County of, &c. Together with the Demesn Lands of the said manor nd Farm belonging or appertaining: To hold rom the ensealing and delivery of the same Indenture for the term of three years then next ensuing: as by the same Indenture of Lease at large apearreth: Now know ye that the said T. A. R. M. have ade, ordained, constituted and appointed, and y these presents do make, ordain, constitute, and in our steads and places put and appoint r trusty and well-beloved Friend I. H. of, &c. r true and lawful attorney and assignee, for us, nd in our steads and names to enter and come nto, and upon all that the said, &c. and other the lands aforesaid, or into some part thereof; and then and there (after such entry made) deliver unto the said I. H. as our very act and ed, the said Indenture of Lease above mentioned: To hold according to the tenour of the me Indenuure; and further to do and execute ll and every such further thing, and other act hatsoever, as shall be needfull to be done and rformed in that behalf, in as large, ample nd effectual manner as we our selves might or uld do, if we were personally present. In witness, &c.

The Letter of Attorney.

A Condition to pay money within fourteen dayes after, if the parties bound in an Obligation, pay it not at the day.

THe Condition of this Obligation is such, That whereas W. H. and R. B. by their Obligation or writing Obligatory, bearing date &c. are and stand joyntly and severally bounden unto the within named I. L. in the sum of, &c. with condition endorsed, for the true payment of &c. on the &c. as by the same Obligation with condition endorsed, at large appeareth. Now if the said W. *H.* and R. B. their executors administrators and assignes, shall make default in payment of the said sum of, &c. on the said &c. in which the same ought to be paid, as aforesaid; then if the within bounden I. L. his heirs, executors, administrators and assignes, or any of them, do within fourteen dayes next and immediately ensuing the said *&c.* well and truly pay, or cause to be paid unto the said I. L. his executors or assignes, the sum of, *&c.* or so much thereof as shall be behind and unpaid, in or upon the said *&c.* at or in *&c.* without fraud or coven, that then this present obligation, &c.

An

An Assignment of a Lease of Partition, wherein three are Joint-Lessors of a third Person.

THis Indenture made, &c. between H. P. of &c. of the one part, and W. C. of *&c.* on the other part, VVitnesseth, That whereas G. M. of *&c.* and E. his Wife, H. B. &c. and H. his wife, and T. P. &c. and M. his wife, in and by their three several Indentures of Lease, bearing equal date the &c. for the several considerations therein mentioned, did demise, grant, and to farm let unto the said H. P. all that their said three several third parts, in three parts to be divided, of all that their Messuage or Tenement, situate, lying, and being in &c. then, or late in the tenure or occupation of one R. G. or of his assignee or assignees, with all Shops, Cellars, Chambers Rooms, Lights, Easements, Buildings and Commodities thereunto belonging, with their appurtenances, together with all their three severall third parts, in three parts to be divided, of and in such goods, wainscot, implements of houshould, necessaries, and things as were specified and contained in three several Schedules or Inventories indented, and to the same Indentures annexed, *To have and to hold*, all

Recital.

Habend.

their said three several third parts, in three pa
to be divided of and in the said Messuage
Tenement, and all and singular the said oth
demised premises, with the appurtenance
and every part and parcel thereof, unto the sa
H. P. his executors, administrators and assigne
from the Feast day of &c. then next comin
after the date of the said several Indentures
Lease, unto the end and term of &c. fro
thence next ensuing, and fully to be compleat an
ended yeelding and paying therefore yearly du
ring the said term of &c. unto the said G. M
and E. his wife, and to the heirs and assigne
of the said E. &c. and to the said H. B. an
H. his wife. and the heirs and assignes of th
said H. &c. and to the said T. P. and M. h
wife, and to the heirs and assignes of the sai
M. &c. at four of the most usual Feasts in th
year, (that is to say) at the Feasts of &c. b
even and equal portions, as in and by th
said several Indentures of Lease, amongst diver
other covenants, grants, Articles, agreements
and things therein contained, more fully an
at large it doth and may appear.

Now this indenture further witnesseth, tha
he the said H. P. for and in consideration
of the sum &c. to him in hand paid, by the sai
W. C. before the ensealing and delivery o
these presents, whereof he the said H. P. doth
acknowledg the receipit thereof, and of every
part and parcel thereof, doth clearly aquit
and discharge the said W. C. his executors, ad-
ministrators, and every of them for ever by these
presents, hath granted, bargained, sold, assign
ed

ed and set over, and by these presents doth clearly and absolutely grant, bargain, sell, assign, and set over unto the said W. C. his executors, administrators and assignes, as well the said *Messuage* or Tenement, and all other the said premises, with the appurtenances, and every part and parcel thereof, as also all the Estate, Right, Title, Interest, term of years to come, possession, claim, and demand whatsoever, which he the said H.P. now hath, may, might, should, or in any wise ought to have, of, in, or to the said Messuage or Tenement and premises, or of, in, or to any part or parcel thereof, by force and vertue of the said three several recited Indentures of Lease, or any, or either of them, or otherwise howsoever; together with the said three several Indentures of Lease. *To have and to hold*, the said Messuage or Tenement, the said several Indentures of Lease, Estate, Right Title, Interest, and all and singuler other the premises before by these presents bargained, and sold, or mentioned or intended to be hereby bargained, sold assigned and set over, and every part and parcel thereof; unto the said C. W. his executors administrators or assignes; for and during all the residue yet to come and unexpired of the same term of &c. in the same Indentures of Lease granted, in as large and ample manner and form of al intents and purposes, as he the said H. P. now hath, may, might, or in any wise ought to have and enjoy the same, by force of the same Indentures of lease

Habend.

lease aforesaid, or otherwise whatsoever; and the said H.P. doth covenant, promise and grant for himself, his executors, administrators and assigns, and for every of them, to and with the said W.C. his Executors, Administrators and assigns, by these presents in form following, (That is to say) That he the said W. C. his Executors, administrators and assigns, and every of them, under the rents, covenants, provisoes and agreements in the said several recited or mentioned Indentures of Lease contained, shall and may, for and during all the rest and residue now to come and unexpired of the said term, in the said several Indentures of Lease granted, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy all the said messuage or tenement, and all other the premises, with the appurtenances, and every part and parcel thereof, without the let, trouble, interruption, molestation or contradiction of him the said H. P. his executors, administrators or assigns, or any other person or persons whatsoever, claiming from, by, or under him the said H.P. his executors or assigns, discharged also of, and from all and all manner of former and other bargains, sales, grants, surrenders, forfeitures, re-entries, cause and causes of forfeiture and re-entry, rents, arrearages of rents, charges, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done, or to be had, made, committed, suffered or done by the said H.P. his executors, administrators or assigns, or any of them, or by any other person or persons whatsoever, claiming from, by or under him, them, or any of

of them, or by his, their, or any of their means, act, title, consent or procurement, the rents, covenants, conditions and agreements, in the said several recited or mentioned indentures of lease contained, which from henceforth on the Tenants part and behalf are, or ought to be paid, performed and kept, onely excepted, and always fore-prised. In witness &c.

A Condition to pay a sum of money to their several ages, according to the will by which it was given. The Bond made to the Executor.

THE Condition of this Obligation is such, That whereas the within named A.B by his last Will and Testament bearing date &c. did amongst other Legacies and Bequests, give and bequeath to the children of his late brother C. B. deceased, to every one of them that should be living at the time of his death, to be delivered unto them by equal portions at their several ages of one and twenty years, forty pounds a piece, and to O.B. by Name, one of his said Brothers children, the sum of forty pounds over and besides the said forty pounds formerly to him given as aforesaid; and did ordain that the said several sums so bequeathed to his said Brothers children, should be delivered to their said Mother his Sister-in-law, for the use and behoof of the said chil-

children, the putting in sufficient security to his executors for the payment of the said sums at their several ages abovementioned, as by the said last Will and Testament of the said A. B. may appear, the within named M. E. and G.H. executors of the said last Will and Testament of the said A.B have now paid and delivered unto the within bounden E. VV. the mother of the said children, the sum of *&c.* for the several Legacies of such of the same children as are yet under the age of one and twenty years, (that is to say) fourscore pounds for the use of the above-named G.B. according to the Bequest thereof to him made as aforesaid, forty pounds more for the use of E.B. Fourty pounds more for F. B. and Fourty pounds more for A.B. all children of the said G. B. deceased, to be paid unto them at their several ages as aboveſaid; if therefore the above-bounden E.B. his heirs, executors, administrators assigns, or any of them, &c, and shall well and truly pay, or cause to be paid unto every of the said children before named respectively, *viz.* to G.B. E.B. F.B. and A.B. their said several sums or Legacies abovementioned, at every of their several respective ages of twenty one years, according to the effect and true meaning of the said will, without fraud or coven, That then &c.

A Condition for payment of money to a child when he comes to age, and in the mean time to finde it, and bring it up.

THe condition &c. That if the within bounden T.C. his heirss, executors, &c. do well and truly pay, or cause to be delivered and paid unto T. M. Son of I.M. late of &c. the sum of &c. within one moneth next after that the said T. shall attain and come to his full age of twenty years; and also carefully and honestly according to his calling and degree, keepe, educate and bring up the said T. during his non-age, with necessary meat, drink, lodging, learning and apparel; and if the said T. M. shall happen to die and depart this life, before he shall attain his said age of one and twenty years. Then if the said T.C. his executors, &c. do within one year next after the decease of the said T. M. pay, or cause to be paid unto the within named, &c. his executors or assignes, to the use of the children of the said T. M. which shall be then living, the said sum of &c. to be equally distributed and divided amongst them, That then &c.

An

An Assignment of a Wharf, stock of Wood, Coals, Lighters, &c. with a general release, and covenants for peaceable enjoying &c.

THis Indenture made the &c. between I. G. of &c. VVood-monger of one part, and I. C. of &c. in the same Parish and County VVood-monger of the other part, *VVitnesseth*, that whereas the said I. G. being on the sixth day of *August*, *Anno Dom.* &c. and in the &c. year of his said *Majesties* reign and now is, lawfully possessed for divers years then to come of and in one VVharf in *Milford-Lane* in the Parish of &c. and of a certain stock of VVood and coals thereupon, and in the Lighters at the said wharf, namely of 124. Chaldron of Coals valued at an hundred and two pounds, two shillings and nine pence, forty thousand of oaken Billets, at &c. six horses, six Carts, with their furniture, coal-sacks, lighters, planks, coal-measures, and new and old wheels about the yard, valued at &c. All which did amount in the whole to the sum of three hundred pounds, five shillings and nine pence; and did commit unto him the said I. C. the use, occupation and managing of the said stock, of VVood and Coals, and of the sum of one hundred ninety seven pounds fourteen shillings and three pence of lawfull money of England to be laid out in buying of wood

wood and coals to make up the whole stock five hundred and two pounds; to be used, managed, and imployed and supplyed from time to time by him the said I. C. at the said wharf, for the term of seven years then next ensuing, if the said I. and L. should so long live, upon such conditions, Covenants and agreements, and in such sort as were mentioned, expressed and contained in certain articles of agreement indented, bearing date the sixteenth day of August, &c. in the said thirteenth of his Majesties Reign, made between the said I. G. of the one part, and the said I. C. of the other part, as in and by the said articles at large it doth and may appear; and whereas it is agreed, that the agreement in the said articles shall cease and be determined, and that the said I. C. shall have, hold, retain and keep the said stock of goods and money to his own use, in consideration of the sum &c. of lawful money of *England*, agreed to be secured to be payd by the said I. C. to the said I.G. at certain dayes agreed upon. Now this Indenture therefore witnesseth, That the said I.G. for the consideration aforesaid, hath granted, bargained, sold, assigned and set over, and by these presents doth fully clearly and absolutely grant, bargain, sell, assign and set over, unto the said I.C. all the said stock of goods and money before mentioned, formerly delivered into the hands of the said I. C. as aforesaid; and doth also remise, release, and for ever quit claim unto the said I. C. all actions, accompts, claims and demands whatsoever, touching and concerning the same stock of goods

and

and money, or any part thereof; *To have and to hold* the said stock of wood, coals, money, and other things before mentioned, and every part of them unto the said I. C. his executors, administrators and assignes, to his and their own proper use and behoof, and as his and their own proper goods Chattels for ever. And the said I.C. for himself his executors and administrators, and for every of them doth Covenant, promise and grant, to and with the said I. C. his executors, administrators and assignes, and to and with every of them by these presents, that he the said I. C. his executors, administrators and assignes shall and may from henceforth for ever, peaceably and quietly have, hold and enjoy the said stock of goods and money, and the same and every part thereof, to dispose and convert to his and their own proper use and behoof, without the let, sute, trouble, claim or disturbance of the said I. C. his executors, administrators or assignes, or any of them, or of any other person or persons whatsoever, claiming by, from or under him, them or any of them, or by, or under, or by reason of his, their or any of their act or acts, right, title, interest, means procurement, &c. In witnesse &c.

An

An Assignment of a Lease of a Messuage, & divers plats of ground, with Buttals and Boundals; several Covenants &c. with an Exception.

THis Indenture made the &c. day of &c. *Anno Domini*, 1632. and in the eighth year of the Reign of our Soveraign Lord King *C.* &c. Between S. A. of &c. Gentleman of the one part, and F. L. of &c. Esquire, of the other part. Whereas Sir *John T.* late of &c. Knight and Baronet deceased, and the late right honourable N. Lord *Tufton*, and Earl of *Thanet*, by the name of Sir T. N. Knight Son and heir apparent of the said Sir *John T.* now also deceased; by their Indenture bearing date the thirtieth day of *May*, in the fifteenth year of the Reign of our Soveraign Lord King *Charles* over *England*, &c. for the consideration therein expressed, did demise, grant and to farm let unto E. W. of &c. his Executors and assignes, all that the messuage or tenement, shed and plat of ground, situate, lying and being in *Chick-Lane*, &c. containing by estimation one hundred foot in length, from the North to the South, and in bredth forty one foot, from the East to the West: The Messuage or Tenement then in the Tenure of *I.* W. lying on the East side thereof, and the said *Chick-Lane* on the North side thereof: And the Messuage or Tenement then in the Tenure of one R. S. on the West and South sides thereof. And also their

part of one Messuage or Tenement, or shed, and parcel of ground lying and being in *Chick-Lane* aforesaid, containing by estimation fourscore and twelve foot in length, and in bredth eighteen foot; the Messuage or Tenement then in the tenure or occupation of one A. B. on the VVest side thereof, the said *Chick-Lane* on the North side thereof; and the Messuage or Tenement then in the tenure or occupation of one H. S. on the South side thereof, and then or late before in the tenure or occupation of the said A. B. his assignee or assignees and all and singular the Messuages, Tenements, Houses, Edifices, Buildings, Rooms, Shops, Cellars, Sollers, and void ground unto the said Messuages or Tenements, shed and plats of grounds before mentioned to be demised, belonging, or in any wise appertaining, *To have and to hold* to the said *Edmund VVaight*, his Executors, Administrators and Assignes, from the Feast of the Annunciation of the blessed Lady Saint *Mary* the Virgin last past, before the date thereof, unto the full end and term of thirty one years from thence next ensuing, and fully to be compleat and ended: *Yeelding* and paying therefore yearly during the said term, unto the said Sir I. T. yearly during his life and after his decease, to the said right honourable N. Lord T. and Earl of *Thanet*, his heirs and assignes, the full sum of eight pounds of lawful money of *England*, at two of the most usual Feasts or Terms in the year; That is to say, at the Feasts of St. *Michael* the Arch-Angel, and the Annunciation of the blessed Lady the Virgin *Mary*, by equal portions, as by the

the same Indenture more plainly may appear. And whereas by certain other Indentures bearing date the said thirtieth day of *May*, made between the said Sir *John* T. & the said N. Lord T & Earl of *Thanet* by the name of Sir N. T. knight; on the one part, and the said E. W. on the other part, it is covenanted, conditioned and agreed by and between all the said parties: And the said E. W. for himself, his Executors, Administrators and Assignes, did covenant, promise and grant to and with the said Sir I. T. and the said N. Lord T. and Earl of T. their heirs and assignes, by the said last mentioned Indenture, that the said E. W. his Executors, administrators and assignes should well and truly, yearly, during the said term of one and twenty years, pay or cause to be paid to the said Sir I. T. during his natural life, and after his decease, to the said N. Lord T. and Earl of T. his heirs and assignes, the full sum of twenty three pounds of lawful money, &c. for and in the name of a fine or income for the said Lease, at the two Feasts aforesaid, by equal portions. and whereas also the said Sir I. T. and the said N. Lord T. and Earl of T. by the name of N. T. Knight, have by their Indenture, bearing date the said &c. day of *May*, for the consideration therein mentioned, demised, granted, and to farm let unto the said I. W. of &c. all that their Messuage or Tenement, situate, lying and being in *Thick Lane* aforesaid, late in the tenure or occupation of one *Agnes* W. and her assignee or assignees, containing by estimation from the

East to the West, thirty four in bredth; and in length from the North to the South, threescore foot; The Tenement then in the occapation of the said I. VV. lying on the east side thereof; the Tenement then of R. *Ralph* F. Gentleman, on the West-side thereof: the Tenements then in the tenure or occupation of the said *Ralph* F. on the South-side thereof, and also all the Tenement, shed or peice of ground lying and being in *Chick-Lane* aforesaid, containing by estimation one hundred and twenty foot of assize in length, and twenty eight foot in bredth, then or late before in the tenure or occupation of the said I. W. or his assignee or assignees: The tenement then in the tenure or occupation of one I. C. lying on the East-side thereof; and the tenement then in the tenure of one I. W. on the West-side thereof, and the tenement belonging to St. *Martins Orgars*, on the South-side thereof; and also one other little piece or parcel of ground, situate, lying and being neer *Chick-Lane* aforesaid, &c. containing by estimation in length, nineteen foot, from the East to the West, and in bredth, from the North to the South, sixteen foot, late in the tenure or occupation of R. B. or of his assignee or assignees the tenement then in the occupation of the said I. W. on the East side thereof; and the tenement then in the tenure of the said *Ralph* F. on the West side thereof, the tenement then in the Tenure of R. S. and E. W. on the North side thereof; and the tenement then in the tenure of the said R. F. on the South-side thereof; and also all and singular houses, Edifices, Buildings,

Stables

Stables, and Back-sides, Back houses, Shops Cellars, Sollers, &c. unto the said messuage, and several plats of ground before demised, then belonging or appertaining, or to or with the said demised premises then held, used, occupied or enjoyed, as part, parcel or member of them, or either of them, *To have and to hold* all and singular the said demised premises, with the appurtenances, to the said I. W. his executors, administrators and assignes, from the Feast of the Annunciation of our blessed Lady the Virgin *Mary*, then last past before the date of the said last recited Indenture, unto the full end Term of thirty and one years from thence next ensuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly, during the said term unto the said Sir I. T. during his life; and after his decease, to the said right honourable N. Lord T. and Earl of T. and his heirs and assigns, the full sum of six pounds of lawful money of *England*, at two Feasts aforesaid, by even and equal portions. And whereas by certain other Indentures bearing date the said thirtieth day of *May*, made between the said Sir I. T. and the said N. Lord T. Earl of T. of the one party; and the said I. W. of the other part: It is covenanted, concluded, condescended and agreed by and between all the said parties; And the said I. W. for himself, his executors, administrators and assignes, doth covenant, promise and grant to and with the said Sir I. T. and the said N. Lord T. Earl of T. their heirs and assignes, That the said I. W. his executors, administrators and assignes, should well and truly,

yearly, during the said term of thirty and one years, pay or cause to be paid to the said Sir *Iohn T.* during his natural life, and after his decease, to the said N. Lord T. Earl of T. his heirs and assignes, the full sum of seventeen pounds of lawful money of *England*, for and in the name of a Fine or income for the said leases, at the two Feasts aforesaid, by even and equal portions, as by the same several leases, relation being unto them had, more at large it doth and may appear: Which said several leases, estates, and Interests of the said I. W. and E. W of, in, and to all and singular the aforesaid premises, in and by the aforesaid several Indentures of Lease demised, granted and contained, as afo esaid, were by mean conveyances, and sufficient assurances, in the Law, conveyed to *Iohn Witherings* Esquire: And that the said I. W. by deed indented under his hand and seal, bearing date the &c. of &c. 5. *Car.* hath conveyed his Estate, Interest and term of years in the said premisses, unto the said S. during and until all the residue of the time then to come and unexpired of the said several Indentures of Lease granted be fully compleat and ended, as by the same conveyances and assurances, relation being thereunto had, it doth and may appear. Now this Indenture Witnesseth, that the said S. H for and in consideration of the sum of three hundred and thirty pound, &c. to him and his, at and before the ensealing and delivery of these presents by the said F. H. well and truly paid, whereof the said S. H. doth acknowledge the receit, and thereof, and of every part and parcel hereof, doth hereby for ever acquit and

&c.

discharge the said F.H. his executors and assigns, and every of them; hath granted, bargained, sold, assigned and set over, and by these presents, doth fully, dearly and absolutely grant, bargain, sell, assign and set over unto the sad F. H. and M. his wife, all and singular the said premises above-mentioned, to be by the aforesaid Indentures, or any of them, demised, letten or granted, or mentioned, meant or intended to be in and by the same demised, letten or granted, with their and every of their appurtenances; And all the Messuages, Houses, Edifices and Buildings now standing, erected and built; and all the said Original Indentures of Demise, and all mean conveyances and assignments thereof, and of every part thereof, and all the time and term of years yet to come, and unexpired, granted, mentioned or intended to be granted in or by the said Indentures or any of them, and all the estate, interest, right, title, term and terms of years, claim and dmand whatsoever, which he the said S. *H.* hath now yet to come and unexpired, of and in the said demised premises, or any of them; *To have and to hold* all and singular the said demised premises by these presents mentioned or intended to be granted, assigned or conveyed; and all the said Original Indentures of demise, and all mean conveyances and assignments thereof, and all the term of years yet to come and unexpired, of and in the said demised premises, or any of them, unto the said F. H. and M. his Wife, their executors, administrators and assignes, immediately from and after the making hereof, for and during all the residue of the said several terms of

&c. years therein yet to come and unexpired. And the said S. H. for himself, his executors and administrators, and for every of them doth Covenant, promise and grant to and with the said F. H. his executors, administrators, and assignes, and to and with every of them by these presents, That he the said S. H. hath not before the day of the date hereof, made, done or committed any act or acts, thing or things, Grant, Lease, Estate, or Incumbrance whatsoever whereby, or by reason whereof the said Leases, Estates and premises before herein assigned and set over, or any part or parcel thereof, are or shall be frustrated, avoided, disturbed, or incumbred: Except one Lease made by the said F. M. and S. H. unto R. H. of a Messuage or Tenement, with the appurtenances, parcel of the premises afore said, now or late in the occupation of I. S. by Indenture dated, &c. now last past from the tearm of sixteen years, commencing from the Feast &c. at the yearly rent of a Pepper Corn; and except certain Leases in the said Deed from the said I. W. mentioned to be excepted severally and respectively of several parts and parcels of the said premises, before the said S. had any estate in the premisses, or any part thereof by E. W. to G. W. H. W. & T. K. &c. Upon which Leases divers several rents are respectively reserved, amounting in the whole to the sum of sixty one pounds, yearly, or thereabouts: All which rents shall or may be hereafter payable to the said F. H. and M. his wife, their executors and assignes, and except all other Leases and estates mentio-

ned

ed and excepted in the said Deed, from the said I. W &c. In witnesse, &c.

An Assignment of a Lease, reciting divers Leases with several Covenants.

THis Indenture made, &c. Anno Domini *&c. between T. M. of &c. and H. E. of &c. of the one part, and I. VV. of &c. and H. R. of &c. of the other part.* Whereas the Wardens *and Commonalty of the Mystery of the Mercers of the City of* London, *by their Indenture of Lease under their common Seal, bearing date the &c. day of &c. in the twelfth year of King* James *&c. for the consideration therein expressed, did demise, grant, bargain and to Farm let unto the right honourable T. late Earl of* Exeter, *deceased, that all their close or parcel of Pasture ground, called or known by the name of &c. containing by estimation ten acres, be it more or lesse, situate, lying and being in &c. which Close abutteth upon the VVest &c. on the East upon another Land, then or sometimes called* Stroud. Lane, *leading from the &c towards the South, upon a plat called or known by the name of the* Covent Garden; *and towards the North, upon certain lands called the &c. and a Garden plat, sometime in the Tenure of* W. R. *or his assignes: which said close called O was sometime in the tenure of Sir T. C. deceased, Father of the said Earl, or of his assigns,*

To

To have and to hold to the said Earl of Exeter, *his executors, administrators and assignes, the said demised close or parcel of Pasture ground, from the Feast of &c. last past, before the date of the same indenture, unto the full end and term of thirty years from thence next ensuing, and fully to be compleat and ended, and for the yearly rent of ten pounds payable, as in and by the same* Indenture *of Lease more at large it doth and may appear. By force whereof the said* T. *Earl of* Exeter *entred into the said premises, and was thereof lawfully possessed accordingly. And whereas the said* T. Earl of E. *(being of the premisse so possessed, as aforesaid) by this indenture bearing date the nine and twentieth day of* October *&c. and in the &c. year of his Majesties reign, for the consideration therein express'd, of did grant, assign & set overall his estate and interest in the premises, unto Sir* W. S. *of &c. Knight, his executors and assignes: as by the said* Indenture *of Lease more at large appeareth. And whereas also the said Sir.* W. B. *by this* Indenture *of Lase bearing date the fifteenth day of* February Anno Domini &c. *and in the &c. year of his said late Majesties reign, for the consideration therein expressed, did demise, grant and to Farm let unto* C. Cundal *of* &c. *All that peice of ground, parcel of the said Close of Pasture, called and known by the name of* E. &c. *containing in bredth throughout the whole length, twenty foot of assize* &c. *or thereabouts, adjoyning to* &c. Together *with free ingresse, egresse regresse, way and passage to and for the said C. his executors and administrators and to and for his and their Friends, servants and assignes, with horses, carts, and carriages,*

or

or without at their wills and pleasures, in and from the said demised premises, at all fit and convenient times, in, by and through the said wayes set forth, or hereafter to be set forth by the said Sir W. S. his executors, administrators or assignes, in or upon the same Close. To have and to hold the said parcel of ground, and other the before demised premisses, with the Appurtenance, to the said C. Cundall, his executors, administrators and assignes, from &c. next ensuing the date of the same Indenture, unto the full end and term of twenty and eight years from thence next ensuing, & fully to be compleat and ended. Yeelding and paying therefore yearly, during the said term of eight & twenty years, unto the aforesaid Sir W. S. his executors, administrators and assignes, the sum of four hundrd pounds of &c. at the Feasts of &c. as in and by the same Indenture of Lease, amongst divers other Covenans, Grants, Articles, and agreements therein contained, more at large also it doth and may appear. By force whereof the said C. Cundall entred into the said parcel of ground with the appurtenances, and was thereof lawfully possessed accordingly. The estate and interest of which the said C Cundall, of, in, and to the same premisses, did afterwards lawfully come to the hands and possession of the said I. W. And the said I. VV. did erect and set up certain Tenements, Sheds and Edifices, in and upon the same parcel of ground so demised to the said C. Cundall, as aforesaid. And whereas also the said Sir VV. S. by his Indenture bearing date the &c. last past, for consideration therein expressed, did grant, bargain, sell, assigne and set over all his estate, right, title, interest, reversion, claim and demand, of, into, and

and out of the said Close or parcel of Pasture ground, called *Elins field*, *alias Long Acre*, with the Appurtenances, unto the said H. E. his executors and assignes, for and during all the rest and residue of the aforesaid term of thirty years then to come and unexpired, as in and by the same Indenture, relation being thereunto had, more at large it doth and may appear: VVhich assignment to the said H. E. was in trust for the use and behoof of the said M. F. his executors, administrators, or assignes. Now this Indenture witnesseth, that the said M. F. and H. E. for and in consideration of the summe of &c. to the said F. *M.* by the said I. VV. at, and before the ensealing and delivery of these presents, well and truly paid, the receit whereof the said *M.* F. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate and discharge the said I. VV. his executors, administrators and assignes, and every of them; have granted bargained, aliened, sold, assigned and set over, and by these presents doth clearly and absolutely grant, bargain, sell, assign and set over unto the said R. H. by and with the consent and direction of the said I. VV. all that and every of their reversion or reversions, of and in the said parcel of ground, demised by the said Sir W. S. to the said *C. Cundall*, as aforesaid, and of and in all the Houses, Edifices, and buildings, erected, standing or being in or upon the said parcel of ground, or any part thereof, and the said yearly rent of four pounds reserved due and payable for the same premises,

and

and all other rents, issues, and profits of the said premises; and also all the estate, right, title, interest, property, reversion, claim and demand whatsoever, which they the said F. *M.* and H. E. or either of them, now have or hath, or may, might, or ought to have, claim and demand of, into, or out of the said parcel of ground, Houses, Edifices and buildings aforesaid, or any of them; or of, into, or out of any part or parcel thereof: Together also with the Counterpart of the said Lease, made by the said W. S. to the said C. *Cundall*, as aforesaid, To have and to hold the said parcel of Ground, Houses, Edifices, Buildings, Reversion, Rents, and all other the premises before in and by these presents granted, bargained, sold, assigned or set over, and every part and parcel thereof, with their and every of their appurtenances, unto the said R. H. his executors, administrators and assignes, from henceforth, for and during all the rest and residue of the aforesaid thirty years yet to come and unexpired. And the said *M.* F. for himself his Executors and administrators, and for every of them doth covenant, promise and grant, to and with the said R. H. his executors, administrators and assignes, and to and with every of them by these presents in manner and form following; that is to say, that it shall and may be lawful to and for the said H. R. his executors, administrators and assigues, and every of them from time to time and at all times hereafter, for and during the rest and residue of the said term of &c' years yet to come and unexpired, peaceably

and

and quietly to have, hold, use, occupy, possesse and enjoy the said parcel of ground, Houses, Edifices and Buildings, and the rents, issues, and profits thereof, shall or may have, receive, take and convert to his and their own proper use and behoof, without the lawfull let, suit, trouble, eviction, disturbance or interruption of them the said M. F. or H. R. or any of them, their or any of their executors, administrators or assignes, or any of them, or of any other person or persons whatsoever, lawfully having or claiming, or which shall lawfully have or claim any lawful estate, right, title, or interest of, in, to, or out of the said premises, or any part thereof, by, from, or under them or either of them, or by reason of their act or acts, right, title, means or procurement, other than such as shall claim by force of the said Lease made to the said *C. Cundall*, and also free and clear, and freely and clearly acquitted, exonerated and discharged by the said *M.* F. his executors or administrators, or some or one of them from time to time, and all times during at the residue of the same term of &c. years, yet to come and unexpired, and well and sufficiently saved and kept harmless of, for, from, touching and concerning the said yearly rent of ten pounds, reserved upon the said original Lease, and by and from the said VVardens and Commonalty of the Mystery of *ercers*, to the said Earl of *Exeter*, as aforesaid, as also free of all incumbrances, had, made, committed, suffered or done by them the said C. F. and H. E. and either of them, their executors, administrators or any

ny of them, by their or any of their act or acts, default, means or procurment. And the said H. E. for himself, his executors, administrators and assignes doth covenant and grant, to and with the said &c. his executors &c. and to and with every of them by these presents, That it shall and may be lawful to and for the said R. H. his executors, administrators and assigns, and every of them, from time to time, and at all times hereafter, for and during the rest and residue of the said term of &c. years yet to come and unexpired, peaceably and quietly to have hold, use, occupy, possesse and enjoy the said parcel of ground, Houses, Edifices, Buildings, Rents, Reversions, and all other the premises before, in and by these presents granted, bargained, sold assigned and set over, and every part and parcel thereof, with their and every of their appurtenances, without the let, suit, trouble, eviction, disturbance or interruption of the said H. E. his executors, administrators or assignes, or any of them, or any other person or persons whatsoever, lawfuly claiming, or which shall or may lawfully claim, by, from or under him, them or any of them; or by, from or under, or by reason of his their or any of their act or acts, right, title, interest means or procurement. In witnesse, &c.

A Lease of divers Lands &c. with with a Covenant to pay Heriots upon Death &c. many other substantial Covenants.

THis Indenture made the &c. between Sir H. *Oniel*, of &c. Knight of the one part, and G. R. of &c. Gentleman of the other part, VVitnesseth, that the said Sir H. *Oniel*, as well for and in consideration of a certain sum of money to him in hand paid, as also for divers other good causes and considerations him thereunto moving, hath demised, granted, bargained, sold, and to farm letten, and by these presents doth demise, grant, bargain, sell, and to farm let, unto the said G. R. all these four Towns or Town Lands, commonly called or known or reputed to be known by their several names of *Cashall* &c. situate and being within the *Mannor* &c. in the County of &c. according as the same are bounden, meeted, or butted by and with ancient meets and bounds thereof, and as the said Towns or Townships, and every or any of them have been enjoyed by the said Sir H. *Oniel*, or any other his Farmours, Lessees, or under tenants, and now, or late in the respective Tenures, possession or occupations of the said Sir H. *Oniel*, or his under-tenants, Farmours, Lessees or assignes to him the said H. O. To-

Together with all and all manner of Houses, Edifices, Buildings, Orchards, Gardens, Yards, Lands, Meadews, Pastures, Wayes, Water courses, Commons, Profits, Easements, Commodities, Emoluments and Hereditaments whatsoever, to the said four Towns, or Town lands, them or any of them belonging, or in any wise appertaining, or with them or any of them, used, occupyed, or enjoyed: And all Rents, and yearly profits, and other duties and services reserved or payable upon or by reason of any Lease or Leases, Demises, or Grants heretofore to any person or persons, covenanted or made of the premises, or any part or parcel thereof, and the Reversion or Reversions of the said four Townes or Town-lands, and every of them, and of all and every the before demised premises, depending or expectant, or remaining upon any demises, leases, or Grants now in being, or at any time pretended to be, of the said premises, or any part thereof, for term of life or lives, or for term of years, or otherwise howsoever. Except and alwayes reserved out of this present Demise and Grant of the said demised premisses, unto the said Sir H. *Oniel*, his heirs and assignes, all timber trees, woods, and under-woods, now growing, standing or being, or hereafter to grow, stand or to be in or upon the said Townes, or Town lands, or in or upon any part or parcel thereof, together with all felons goods, waifes, estrayes, mines, minerals, priviledges, royalties and franchises whatsoever, to the said Townes or Town lands, or any of them belonging or in any wise appertain-

ing: and together also with free ingresse, egresse, and regresse, for taking, having, digging, receiving, selling, footing and carrying away the said timber-trees, woods, or underwoods, or the royalties, priviledges, and Freedomes aforesaid. To have and to hold the said Towne or Town Land before mentioned, and all other the premises, before, in or by these presents demised and granted bargained and sold, and every part and parcel thereof, with their and every of their appurtenances and the Reversion and Reversions, rents and yearly profits of the same, and of every part and parcel thereof, unto the said G. R his executors, administrators, and assignes, from the Feast day of *All Saints* last past, before the date of these presents, unto the ful end and term of ninety and nine years from thenceforth next ensuing, and fully to be compleat & ended: Yeelding & paying therefore yearly, and for every year during the said term unto the said H *Oniel*, his heirs and assignes, the yearly rent or sum of &c. of currant money of England, at the Feast of *Philip* and *Jacob*, and *All Saints*, by even and equal portions; as within one and twenty dayes next after any of the said Feasts. And if it happen the said yearly rent to be behind and unpaid in part or in all contrary to the reservation aforesaid; and no sufficient distresse can or may be found or taken in and upon the said demised premises (A demand thereof being by the said Sir *H. Oniel* his heirs or assignes first made) That then, and from thenceforth it shall and may be lawful to and for the said Sir H. *Oniel*, his

heirs

heirs or assignes, or any of them into the said four towns or town-lands, and all and singular the aforesaid demised premises, with the appurtenances, or into any part or parcel thereof, in the name of the whole to re-enter, and the same to claim, have again, enjoy and re-possesse, in his and their first and former estate; any thing in these present Indentures contained to the contrary in any wise notwithstanding; and the said G. R. for himself, his heirs, executors, administrators and assignes, and for every of them, doth covenant, promise and grant to and with the said Sir H. *Oniel*, his executors administrators and assignes, and to and with every of them by these presents, in manner and form following, that is to say, that he the said G. R. his executors &c. shall and will within the space of ten years next ensuing the date of these presents, at his and their own proper costs and charges, erect, new build and set up, in and upon some convenient part of the premises by these presents demised, three messuages, tenements or houses fit and convenient for habitation, to be so erected, of timber, stone or brick, according to the most usual manner of building now used within the Realm of England; and the same being thus build shall from time to time and at all times during the aforesaid term of &c years, keep and well maintain in good repair: And shall and will likewise from time to time, during the said term, well and sufficiently repair, amend, maintain

A Covenant for new building 3. Messuages on the Demised Premises.

and keep all the Houses, Edifices, Hedges, Ditches, Fences and inclosures, in and about the said demised premises, or any part thereof, in good and sufficient reparations, and the said demised premises, and every part thereof, being so well and sufficiently repaired, maintained, hedged, fenced, ditched and amended, in the end of the said term shall and will quickly leave and yeeld up unto the said Sir H. O. his executors, administrators and assignes. And that the said G.R. his executors, administrators and assignes, and his and their under-tenants, shall and will from time to time, during the said term, grind all their several kind of grain whatsoever, that they or any them shall expend in and upon the said demised premises, or any part thereof, at the mill or mills of the said Sir H. O. And the said G. R. for himself, his executors, administrators and assignes, and for every of them doth further covenant, promise and grant to and with the said Sir H. O. his heirs and assignes and to and with every of them by these presents that he the said G. R. his executors, administrators or assignes, shall or will well and truly pay or cause to be paid unto the said Sir H. O. his heirs or assignes, such several and respective Heriots for the said demised premises as are hereafter in these presents mentioned and expressed: That is to say, upon the death of the said G. R. his executors or administrators dying Tenant in possession of the said premisses or any part thereof, his or their best Beast in the

A Covenant to pay Heriots.

nam

name of one Heriot, and upon the decease of every of his or their Leases, Farmour of Under-tenant of the said premises, or any part thereof, one half of the value of the price of his or their best Beast, in full view and satisfaction for the whole Heriot. And the said H *Oniel* for himself, his heirs, executors and administrators and for every of them doth Covenant, promise and grant to, and with the said G. R. his executors, administrators and assignes, and to and with every of them by these presents, that it shall and may be lawful to and for the said G. R. his executors, administrators and assignes, and his or their Lessees, Farmours, and under-Tenants, from time to time, and at all times hereafter during the said term, to have and take, in and upon the said demised premises, competent and sufficient house-boot, plough-boot, cart-boot, hedge-boot, and fire-boot to be spent; expended and imployed, in, about, and upon the same premises, and not elsewhere. And the said H. O. for himself, his heirs, executors and administrators, and for every of them, doth further Covenant, promise, and grant, to and with the said G. R. his executors, administrators and assignes, and to and with every of them by these presents in manner and form following: That is to say, that the said Sir H. O. is, and standeth lawfully seized of and in the said four Townes, Town-Lands or Town-ships before mentioned in these presents; and of and in all other the demised premises, with their appurtenances, of such good, perfect and lawful estate of inheritance in Fee-simple, as that he the

said Sir H. O. both in himself, good, right, full power, and lawfull authority hereby to demise, grant, bargain, sell and to farm let the said four Townes or Town Lands before mentioned, and all other the premises aforesaid, with their and every of their appurtenances, unto the said G. R. his executors, administrators and assigns, for such term of years, and in such manner and form as is herein before mentioned and expressed: and for the further and better securing and confirming of the said four towns or town-lands, and other the premises with the appurtenances, unto the said G. R. his executors, administrators or assignes, for and during the term aforesaid, and in manner and form as is aforesaid, according to the true intent and meaning of these presents, The said Sir H. O. for himself, his executors, administrators and assignes, and every of them, doth covenant and grant to and with the said G. R. his executors, administrators and assignes, and every of them by these presents; That the said G. R. his executors, administrators and assignes, and every of them, shall, and lawfully may, from time to time, and at all times hereafter, during the said term, by these presents granted, peaceably and quietly have, hold, occupy, possesse and enjoy well and truly the said four Towns or Town-Lands, without any molestation or hinderance wrought by the said H. O. or any claiming by, from or under him; and also shall and may take, receive and perceive all Rents, and all other profits of the said four Townes or Town lands, and all other the premises before, in, or

by

by these presents granted, bargained, sold, or to farm letten, or mentioned, agreed or intended to be hereby granted, bargained, sold, and to Farm letten; and every part and parcel thereof, with their and every of their appurtenances, under the Rents, covenants and agreements in these presents reserved, mentioned or contained, without the lawful let, suites, trouble, eviction, molestation, or interruption of the said Sir H. O. and the Lady *M*. his Wife, and of the heirs or assignes of the said Sir H. O or any of them, or of any person or persons whatsoever, lawfully claiming, or which shall claim, by, from or under him, her, them, or any of them free and clear, and freely and clearly acquitted, exonerated and discharged, or well and sufficiently saved and kept harmless, of, for, from, touching and concerning all and all manner of former and other gifts, grants, bargains, sales, leases, estates for years, Statutes-Merchant, and of the Staple Recognizances, Judgements, Executions, Annuities, Rents, Charges, rent seck, and all other charges, titles, trouble and incumbrances whatsoever, heretofore, had, made, committed, suffered, done or assented unto by the said Sir H. O. (except the yearly rent herein before reserved.) In witnesse &c.

A Counter-part of a Lease for fifteen years, two moneths, twenty dayes.

THis Indenture made the twentieth day of *September*, in the year of our Lord God, &c. Between B. S. Citizen and Vintner of *London*, of the one part and A. C. Citizen and Draper of *London* of the other part, *witnesseth*, That the said B. S for and in consideration of the sum of ten pounds of Lawful money of *England*, to him in hand at, and before the ensealing and delivery of those presents, by the said A. C. well and truly paid, whereof and wherewith the said B S. acknowledgeth the receit, and himself fully satisfied and contented, and thereof and of every part and parcel thereof, doth clearly acquit and discharge the said A. C. his executors, administrators, and every of them by these presents, hath demised, granted, and to farm letten, and by these presents doth demise, grant, and to farm let unto the said A. C. all that Messuage or Tenement of Brick, with the appurtenances thereof, and all that yard, and garden, or garden-plots thereunto belonging, as the same are now

severed

levered and inclosed, and containing in measure, as hereafter is expressed; that is to say, in breadth East and West twenty foot, little more or lesse, which premisses are scituate, lying and being in *Little Brittain*, in the Parish of St. *B. London*, and late were in the occupation of T. L. Gent. his assignee or assigneos, and now in the occupation of the said B. S. And also all Lights, Easements, Profits, VVater-courses, and other convenient Commodities whatsoever to the said Messuage or Tenement and Premisses belonging or appertaining; Together also with free ingresse, egresse, and regresse to and for the said A. C. his Executors, Administrators, and Assignes into and from the said demised Messuage or Tenement, and premisses, in, by and through the usual and accustomed wayes and passages belonging and leading thereunto: *To have and to hold* the said Messuage or Tenement, Yard, Garden, or Garden-Plot, and other the said premisses, with the appurtenances, unto the said A. C. his Executors, Administrators, and Assignes, from the Feast day of St. *Michael* the Archangel next insuing the date of these presents, unto the end and term of fifteen years, one quarter of a year, two moneths, and twenty dayes, from thence next insuing, and fully to be compleat and ended; *Yielding & paying* therefore yearly, during the first fifteen years and one quarter of a year of the said term unto the said B. S. his Executors, Administrators, and Assignes the sum of twelve pounds of lawful money of *England*, at or in his now dwelling house, scituate in *P.* in *London*, at the four most usual

Feasts

Feasts or Terms in the year; that is to say, at the Feast of the birth of our Lord God, the Annunciation of the blessed Virgin *Mary*, the Nativity of St. *Iohn* Baptist, and St. *Michael* the Archangel, by even and equal portions; And *yielding* and paying for the last two moneths and twenty dayes of the said term unto the said B.G. his executors, administrators, or assignes, at the place aforesaid, the sum of three pounds, of like lawful money of *England*, on the last day of the said two moneths and twenty dayes: *And the said* A.C. for himself, his executors, administrators, and assignes, and for every of them, doth covenant, promise, and grant to and with every of them by these presents, in manner and form following; that is to say, that the said A.C. his executors, administrators, or assignes, shall and will at all times hereafter, and from time to time during the said term, well and truly pay the said yearly rent of twelve pounds, and payment of three pounds, according to the true meaning and intent of these presents: And that the said A.C. his executors, administrators, nor assignes shall not, nor will not at any time or times, during the said term, suffer any Inmate or Inmates to dwell in any part of the said premisses afore demised; and also that the said A.C. his executors, administrators, and assignes shall and will quietly suffer as well the Mayor, and Commonalty, and Citizens of the City of *London*, Governours of the Possessions, Revenues, and Goods of the Hospital of *Edward* King of *England* the sixt, of

Christs

Christs *Bridewel*, and St. *Thomas* the Apostle, and their Successors and assignes, and the Chamberlain and Comptroller of the Chamber of the said City for the time being, as the said B. S. his executors, administrators, & assigns, or any of them, with such workmen as they or any of them shall bring with them at any time or times convenient hereafter, during the said term, into the premisses, and into every part or parcel thereof, to enter, and there to view the same, and to take and leave notice of the wants and defaults of the reparations thereof, and to give warning for the amendment of the same; and shall and will within two moneths next after notice thereof left, repair and amend the same, and shall and will also from time to time, during the said term, and at all times needful, well and sufficiently sustain, maintain, uphold, repair, fence, and amend the premisses, and every part and parcel thereof, and also cause the pavements to be paved, and the privies and wydraughts belonging, and which shall belong to the premisses, to be scoured and cleansed at all times needful, during the said term; and shall and will also in the end of the said term or other determination of this present Lease, yield up and leave unto the said B. S. his executors, administrators, or assignes, all the premisses sufficiently sustained, maintained, upholden, repaired, paved, scoured, fenced, and amended; together with all such doors, locks, keys, glasse, glazed windows, wainscoats, partitions, and such like, as are or at any time or times hereafter, during the said term, shall be set

up

up and fixed within and about the premisses, and are not removable by the custome of the said City, whole, safe, and undefaced: *Provided* alwayes, and it is expresly conditioned, that if it shall happen, the said yearly rent of twelve pounds, or any part or parcel thereof, to be behind and unpaid, in part or in all, after any of the laid Feasts, by the space of eleven dayes (being lawfully demanded at the place aforesaid) that then, and at all times afterwards it shall and may be lawful for and to the said B. S. his executors, administrators, or assignes, or any of them, into the said Messuage and Tenement, and all other the premisses, with the appurtenances, and into every part or parcel thereof in the name of the whole, to re-enter, and the same to have again, retain, and re-possesse in his and their former estate; and the said A. C. his executors, administrators, and assigns, from thence utterly to expell, put out, and amove, these presents or any thing therein contained to the contrary notwithstanding. *And* the said B. S. for himself, his executors, administrators, and assigns, doth covenant, promise, and grant to and with the said A.C. his executors, administrators and assigns, and every of them by these presents; that he the said B. S. his executors, administrators and assigns shall and may lawfully, peaceably, and quietly, have, hold, occupy, use, possess and enjoy all the said new Brick messuage or tenement, yard, garden, or garden-plot, and other the premises aforesaid by these presents, and every part and parcel thereof, for

and

and during all the said term of fifteen years, one quarter of a year, two moneths, and twenty dayes by these presents granted, according to the true meaning and intent of this Indenture, without any manner of lawful let, suit, disturbance, contradiction, denial, expulsion or interruption of the said B. S. his executors, administrators or assignes, or any of them, or of any other person or persons whatsoever, by, through, or under his or their means, right, title, interest, act, default assent, consent or procurement.

In witnesse whereof, the said parties interchangeably, &c.

A Letter of Atturney to receive a Legacy, and the same to pay in discharge of a bond.

TO all, &c I R F. &c. send greeting. Whereas R. B and R. M. of, &c. together with me, &c. by one obligation, &c. (general words of the recital of the Bond) Now know ye that I the said R. D. for the indempnity and saving harmlesse of the said R. B. and R. M. and either of them, their and either of their executors, and administrators, and assignes, & from the payment of the said sum of, &c. unto the said T. G. his Executors, administrators & assignes, on the said &c. next coming, & at the place of payment aforesaid, have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint, the said W. M. his executors, administrators, and assignes, my true and lawfull Attorney for me and in my name or names of the said R. B. my executors administrators and assignes; to demand, ask, levy, recover, and receive of M. B. of, &c. I. T. of &c. and G. I. of &c. or any of them, their or any of their executors, administrators or assignes, the full sum of &c. parcel of such sum of money as is or shall be due and payable unto me, as a legacy given unto me, in and by the last will and testament of W. B. my father, late of, &c. Esquire deceased, and upon the receit of the said sum of, &c. to give and to deliver unto them the said, &c. or some or one of them, their

executors,

executors or assignes, one acquittance bearing date the day of the date thereof, made, sealed and delivered by me to their use, testifying the receit thereof, and the said sum of, &c. had and received, as aforesaid, thereout to satisfie and pay to the said T. C. his executors, administrators and assignes, the said sum of, &c. on the said, &c. in discharge of the recited obligation, and the remainder of the same to retain and keep to the onely use and behoof of me the said R. B. my executors, administrators and assignes, and thereof be acomptable, giving and by these presents granting unto the said R. M. his executors, administrators, and assignes, full power and lawfull authority, for me and in my name, stead and place to do or cause to be done, all and every such act and acts, thing and things, as he or they shall think meet or requisite to be done concerning the premises, by these presents, as if I my self were then and there personally present. And I shall and will ratifie, allow and maintain all and whatsoever the said R. M. his executors or assignes shall lawfully do or cause to be done in or about the premises, by these presents. In witnesse &c.

A License to Hawk, Hunt, &c.

TO all Christian people, &c. I Dame O. S. &c. send greeting. Know ye, that I, the said O. Lady S. for divers good causes and considerations me hereunto especially moveing, have given and granted, and by these presents do give and grant unto the said Sir T. L. of, &c. Knight, and his assignes, full, free and absolute power, leberty, license and authority to Hawk, Hunt, fish and foul, from time to time and at all times hereafter, at the will and pleasure of the said Sir T. L. and his assignes, for and during the naturall life of me the said O Lady S. in, upon and within the Mannor or Lordship of M. *Super* S. in the said County, and in and upon all the lands and grounds thereof, and within the bounds and precincts, limits and cercuits of the same, in as full, free, ample and beneficial manner and from, as I my self might or could do, in all and every respect or degree whatsoever or howsoever, and without any manner of let, denial or contradiction or interruption of me the said O. Lady S. or of any other person or persons whatsoever, in, by or through my act, means, consent, privity or procurement. And I the said O. Lady S. do covenant, promise, grant, and agree, to and with the said Sir. T. L. and his assignes by these presents, that it shall and may be lawful, to and for the said T. L. and his assignes, from time

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ses as though the same were done by us our selves in our proper persons. In Witnesse &c.

A Form of an Obligation.

KNow all men by these presents, that I *Richard Venner* of *London* Merchant, for good causes me thereunto moving, do make, ordain and appoint, and by these presents have made, ordained and appointed, my loving brother *John Ballard*, Citizen and Salter of *London*, my true, lawful and undoubted Deputy or Attorney in my name and behalf; to ask, receive, and take, all such rents or arrearages of rents, as now are or hereafter shall arise and grow due to me for certain tenements, situate in the liberty of the Burrough of *Southwarke*; and upon non-payment thereof, to arrest, sue, implead against, by Law to condemne, and into prison to cast, and out of prison again to deliver; any person or persons, refusing or neglecting to pay as aforesaid, as also to expel, remove and put out any tenant or tenants that shall be slack, or remisse in payment, or give any just cause of expulsion; and the said Tenements or any of them to set and let to; other and all things whatsoever my said Attorney shall lawfully act and do in and concerning the premises, I promise to ratifie, allow, of and confirme to all intents and purposes. In witnesse whereof &c.

The form of a Bill for the continuance of the New River water for term of years.

MEmorandum, that whereas B. S. in and by his Note or writing, under his hand and seal, bearing date the four and twentieth day of *September* in the year One thousand six hundred fifty and two, hath promised, granted and agreed for him, his heirs, executors, and administrators, to and with A. C. his heirs, executors, administrators and assigns, to warrant and maintain unto him and them the use of the New River water, as it was then enjoyed to and with the said Messuage or tenement, wherein he then dwelled during the term by him the said B. S. to the said A. C. granted by Indenture of Lease by the said B. made to the said A. C. his messuage or tenement aforesaid. Now I the said A. C. do hereby fully, clearly, and absolutely assign and set over unto I. B. Citizen and Salter of *London*, the above recited Note or writing, and all my Estate and right therein, and time and term of years now to come and unexpired. Witnesse my hand and seal, &c.

A

A single Obligation from one to two.

KNow all men by these presents, that I A.B. of the Parish of E. in the County of E. Esquire, do stand and am firmly bounden and obliged to F. G. of H. in the County of F. Gent. in the sum of twenty and one pounds and ten shillings of good and lawful money of *England*, to be paid to the said F. G. or to his true and lawful Attourneys, Executors, or Administrators; to the which payment well and truly to be made, I do binde me, my heirs, executors and administrators firmly by these presents. Sealed with my seal. Dated the eighth day of *Iune*, in the year of our Lord God, One thousand six hundred forty and nine.

An Obligation from two to one.

KNow all men by these presents, that we A. B. of the Parish of C. in the County of E. Gentleman, and F. G. of the Parish of H. in the County aforesaid, Esquire, do stand and are firmly bounden and obliged unto Sir H. I. of the Parish of K. in the said County of E. Knight, in the sum of one hundred and three pounds, of good and lawful mony of *England*, to be paid to the said Sir H. I. or his true and lawful Attourney, executors and administrators, to the which payment well and truly to be made, we binde

our selves, and either of us by himself joyntly and severally for the whole and in the whole, our and either of our heirs, executors and administrators, and every of them firmly by these presents. Sealed with our seals. Dated the tenth day of *October*, in the year of our Lord God, One thousand six hundred forty and nine.

An Obligation from three to one.

KNow all men by these presents, that we E. D. of C. in the County of D widow, E. F. of G in the said County, Esquire, H. I. of, &c. in the said County, Gent. do stand, and are firmly bound and obliged unto T. L. Citizen and Merchant Adventurer of *London*, in the summe of an hundred pounds of good and lawful money of *England*, to be paid to the said T. L. or to his true and lawful Attourney, executors or administrators, To the which payment well and truly to be made, we do binde us, and every and either of us joyntly and severally, for and in the whole, our, and every, and either of our heirs, executors, and administrators, and every of them firmly by these presents. Sealed with our seals. Dated the eighteenth day of *September*, in the year of our Lord God, One thousand six hundred forty and nine.

A

A Condition for replevying goods.

WHereas the above-named G S. by vertu of his Office, as Steward or Clerk of the Mannor, &c. upon several complaints and allegations of the above-bound T. H. hath granted forth several precepts for the replevying of divers and sundry of the goods and chattels, &c. detained by one, &c. Now therefore the condition, &c. that if the said, &c. do with effect prosecute the Action which he hath commenced against the said, &c. concerning the said goods, and shall also make due return of the same, if return by law shall be adjudged, and him the said G. S from time to time, and at all times hereafter, do and shall save, defend and keep harmlesse and indempnified, against all men concerning the said goods and chattels, and the several replevies therefore granted; That then, &c.

Another condition for replevying of catrel.

THe condition of this Obligation is such, that whereas W. H. Gentleman, hath impounded one Mare, two Colts, and two nags of

the goods and chattels of I. P. Clerk at Helwels pound, within the liberty of Week-regs, and thereupon a Replevin is orderly granted to the Bayliff of the said Liberty, for delivery of the said chattels unto the said I. P. If therefore the said I. P. do and shall follow the suit with effect against the said M. H. for the taking and with holding of the said Mare, two Colts, and two nags, and return the same, if the return thereof shall be so adjudged, according to the Statute in that case made and provided; and also save and keep harmlesse the above-named Sir W. H. Knight, High Sheriff, his Deputy, Deputies, and other Officers of the same Court of the said Manner, for, touching, and concerning the granting of the said Replevin of the said Mare, two Colts, and two nags, and every thing else concerning the same, without fraud; that then this Obligation to be void, and of no effect, or else to remain in full force and vertue.

A condition to pay the moity of the debt, when it shall be received.

WHereas E. B. of, &c. by one Obligation bearing date the, &c. (reciting the Bond) and whereas the moity or one half part of the said summe of, &c. is due and payable unto the within-named, &c. as money by him lent unto the said F, and whereas the said, &c. before the

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enſealing of the ſame recited Obligation, did conſent and agree, that the ſaid Obligation ſhould be made onely in the name of the ſaid T. L. and the ſaid T. L. to give his Obligation to the ſaid R. G. for the ſame moity or half part of the ſaid debt. Now if the ſaid T. L. his, &c. or any of them, do well and truly pay unto the ſaid R. his, &c. the ſum of, &c. at or in, &c. being the moity of the ſaid, &c. on the, &c. or with as much convenient ſpeed, as the ſaid T. L. his, &c. can or may, next after he or they, or any of them ſhall have received the ſaid ſum of, *&c.* in the condition of, *&c.* ſpecified, with ſuch intereſt as ſhall be due for the moity thereof. And if the ſaid ſumme of, *&c.* ſhall not be paid at one intire payment on the ſaid, &c. according to the condition of the ſaid Obligation, then if the ſaid, &c his &c. do and ſhall well and truly pay unto the ſaid, &c. his, &c. without any delay the moity of ſuch part thereof, as he or they ſhall or may receive from time to time, &c. that then, &c.

Articles of agreement indented, made, concluded and fully agreed upon the 10 day of, &c. Between E. M. of, &c. and R. A. of *London*, Merchant.

WHereas the said E. M. the day of the date hereof, hath freely given and delivered unto the said R. A. the sum of, &c to the intent and purpose that he the said R. A. shall accept and take into his service to be imployed in merchandizing affairs, W. M. son of her the said E. M. in consideration whereof, but more especially at her request, and of the affection that the said R. A. beareth to the said W. M. he the said R. A. is contented and agreed to accept and take the said W. M. to be his servant in Merchandizing affairs and other businesses, and accordingly to imploy him therein, not only in *England*, but in the parts beyond the Seas, where the said R. A. now tradeth, or hereafter shall trade, and that for the term or space of seven years to be accounted from, &c. next insuing the date of these presents, &c. and thereupon the said E. M. for her self, her executors and administrators, doth covenant and grant to and with the said R. A. his, &c. by these presents, that the aforesaid W. M. her son, shall, during all the said term (if he so long live) well, diligently, and faithfully,

to

to the uttermost of his power and skill, serve him the said R. A. in the trade of merchandizing and other his affairs, at such place or places either beyond the Seas, or on this side where the said R. A. shall design and appoint him, and without absenting himself out of his said service or imployment. or neglecting the same; and that he the said W. M. at all times hereafter, during the said term, shall from time to time, not onely receive and take into his charge and custody all and every such goods and merchandizes whatsoever, as by or for the use or account of the said R. A. shall be consigned or sent to him the said W. M. but also sell, utter, and dispose of the same goods or Merchandizes to the most profit he can for the said R. A. his, &c. and shall also from time to time, and at all times, during the said term, follow and perform all and every such advice, directions, orders, and commissions as the said R. A. shall by letter of advice or otherwise give, send or make known to him the said W. M. in, about, or concerning the Factory or Merchandizing aforesaid, and also that he the said W. M. shall at the charges of the said R. A. his, &c. provide and keep, in due orderly manner, books of accompt touching his said imployments in merchandizing, as aforesaid, according to the custome of Merchants in such cases used, and shall deal justly, truly, plainly and faithfully to and with the said R. A. his, &c. in all and every his accompts, reckonings, bargains, buying, selling, doings and dealings in and about his said imployment in merchandizing, as aforesaid, and shall from time to time

once

once in every six moneths, or oftner, transmit and send unto the said R. A. his, &c. true accompts and reckonings of all the businesses and dealings of the said W.M. in the premises, and shall also send letters of advice to the said R. A. so often as conveniently he may or can, of all matters and occurrences that shall necessarily arise concerning his service or imployment, and shall also return and come to *England*, and bring all his books of accounts with him, whensoever he shall be thereunto advised and required by the said R. A. his, &c. by letters missive or otherwise: and that the said W. M. shall from time to time upon every reasonable request, not onely shew forth all his books of accounts concerning all his doings and dealings, as aforesaid, and make and give unto the said R. A. his, &c. a just, true, plain, and perfect account and reckoning in writing, of, for, and concerning, all and every such goods, wares, moneys, debts, and Merchandizes whatsoever, as well of the said R. A. for his own proper use, or joyntly with any others, which shall hereafter come to the hands, charge or factory of him the said W.M. or for which he the said W M. may or ought to be accountable unto the said R A, his, &c. And moreover, that he the said W M. shall within, &c. next after the making and giving up every such accompt as aforesaid, well and truly satisfie, pay and deliver unto the said R A. his, &c: all and every such goods, wares, moneys, debts, merchandizes, specialties, and other things whatsoever, as by or upon the foot of the same

ſame account ſhall appear, or be found to be due comming or belonging to him the ſaid R A, his, &c: by or from the ſaid W M, in any manner of wiſe.

Item, the ſaid E.M. for her ſelf, her, &c. doth covenant, promiſe, and agree to and with the ſaid R A. his, &c. by theſe preſents, that ſhe the ſaid E.M. her, &c. at her and their own proper coſts and charges, ſhall and will finde, provide, and allow unto and for her ſaid ſon decent and fitting linnen, woollen, and all other apparel of all ſorts fitting for him in his ſervice and imployment, during the ſaid term. Item, the ſaid R.A. doth covenant, &c. to finde and provide unto the ſaid, &c. competent and fitting meat, drink, waſhing, and lodging, and all neceſſaries (apparel onely excepted) during all the ſaid term In witneſſe whereof, &c.

Bonds muſt be entred into, for the true performance of theſe Covenants.

A Release.

BE it known unto all men by these presents, that I *VVilliam B.* Citizen and Grocer of *London*, do hereby remise, release, and for ever quit claim unto *Christopher E.* Citizen and Grocer of *London*, all and all manner of actions, cause and causes of action or actions, suits, trespasses, debts, duties, accompts, reckonings, summe and summes of money, bonds, bils, specialties, covenants, contracts, promises, discords, controversies, claims and demands whatsoever from the beginning of the world until the tenth day of this instant moneth of *October*. In witnesse whereof, I the said *VVilliam B.* have hereunto set my hand and seal. Dated the eleventh day of *October Anno Domini*, One thousand six hundred and thirty, and in the sixth year of the Reign of our Sovereign Lord King *Charles*, &c.

Signed, sealed, and delivered in the presence of, &c.

Grants

GRANTS.

A Grant of Lands in Exchange, &c.

THis Indenture &c. between E. *M.* &c. of the one part, and I. P. on the other part witnesseth, that the said E. M. hath given and granted, and by these presents, doth give and grant unto the said I. P. one Croft or Close of Freehold Land, called or known by the name of the *Breach &c.* with all and every of their appurtenances, scituate, lying and being in W. in the County of B. for and in exchange for all the the Lands, Tenements, and Hereditaments of the said I. P. called or known by the name of &c. in W. aforesaid in the said County of B. to have and to hold the said Croft, or Close, &c. to the said I.P. his heirs and assignes for ever, for, and in exchange, of and for the said Lands, Tenements and Hereditaments called VVhitelands with the appurtenances, and the said E. M. doth Covenant &c. to free it from incumbrances; and the said I. P. hath on his part likewise given and granted, and by these presents, doth fully, freely, and absolutely give and grant

unto

unto the said E. M. his heirs and assignes all those Lands, Tenements, and Hereditaments aforesaid with the appurtenances commonly called or known by the name of Whitelands scituate and being in W. aforesaid in the County of B. to have and to hold the said Lands, Tenements, and Hereditaments &c. to the said E. M. his heirs and assignes for ever, for and in exchange of and for the said Croft or Close of Land called the *Breach*. &c.

A Grant of a Freehold estate in Land for term of life &c.

THis Indenture made, &c. between M. L. and I. his wife, late the Wife of T. D. of the one party, & I.F. of the other party, witnesseth, Whereas A.I. natural Mother of the said M. by Indenture *Tripartite*, &c. for and in consideration of a marriage then to be had between the said M. and I. and towards the accomplishment of certain Bonds, Promises, Covenants and agreements made upon consideration of the said marriage, and for divers other considerations, as in the said indenture *Trip.* is expressed, hath Covenanted and granted, to and with R. S. and W. F. their heirs executors and assignes, that shee the said

said A. and all persons that were then seised, &c. should stand and be of the same messuages, tenements and premisses with their appurtenances seised, to the use of the said A. for and during her naturall life, and after her decease to the use of the said *M.* and I. his wife, for and during the naturall lives of the said *M.* and I. of the longer liver of them, and afterwards to such further uses as in the said Indenture *Tripartite* are declared.

Now the said *M.* and I. his wife, for and in consideration of the sum of 100*l.* of &c. whereof &c. have given, granted, aliened, bargained and sold, and by these presents &c. to the said I. F. and his assignes, all the said two messuages, &c. and all other the Premisses, and the said *Tripartite*, and all the Estate, right, Title, Interest and demand whatsoever which they the said *M. C.* and I. his wife, or either of them, have or hath, or ought to have, to, of, and in the said two messuages and tenements, and all other the premises with the appurtenances or any part or parcel thereof, to have and to hold the same two messuages and tenements with the appurtenances, and all and singular other the premises of the said I. F. and his assignes, immediately from the day of the date of these presents, by and during all the terms of the natural lives of the said *M.* and I. his wife, and of the life of the longer liver of them. And the said *M.* for himself and for the said I. his wife his executors, and administrators, doth covenant, &c. that the said two messuages and other the premisses, are,

are; and from henceforth during the lives of the said *M.* and S. I. and the life of the longer liver of them shall abide and continue to the said I. F. and his assignes cleer and free, discharged and acquited of, and from all and every former grants, charges and incumbrances whatsoever before the ensealing, knowledging and inrolling of these presents, made, done or agreed unto, or to be had &c. by the said *M.* and I. and either of them, In witness, &c.

The Grant of a Reversion.

THis Indenture made, *&c.* between I. B. of the one part, and I. N. of the other part *witnesseth.* Whereas the said I. B. by his Indenture bearing date the first day of A. last past, for the considerations in the same Indenture expressed, did grant, bargain and sell to C. W. *&c.* all those parcels of *Land* in B. aforesaid *&c.* and the reversion and reversions, remainder, and remainders, rents and services of all and every his messuages, Lands, Tenements, and Hereditaments before mentioned, to have and to hold the said messuages, Lands, Tenements and Heriditaments, and other the premises unto the said C. W. his executors administrators and assignes, from the ensealing and delivery of the said recited Indenture, until the first day of *May* then next following.

Now

Now this Indenture witnesseth, that the said I. B. for and in consideration of a marriage already had and solemnized between the said I. B. and M. his now wife, and for a competent Joynture to be made and provided for the said *M.* doth by these presents give and grant to the said I. N. the reversion of all and every the said messuages, Lands, Tenements and Hereditaments, with their, and every of their appurtenances, so granted bargained and sold, in, or by the said recited Indenture to the said C. W. to have and to hold the said reversion of the said messuages, Lands, Tenements and Hereditaments unto the said I. N. and his heirs, to the onely uses, intents, and purposes herein after particularly following, that is to say, of, for, and concerning all and every the said messuages, Lands, Tenements and Hereditaments in B. aforesaid, to the use and behoof of I. B. and *M.* his wife for and during their natural lives, and the life of the longest liver of them for the Joynture of the said *M.* and from and after their decease; then to the use and behoof of the heirs of the said I. B. which he shall beget on the body of the said *M.* and for want of such issue, to the use and behoof of the right heirs of the said I. B. for ever; and of, for and concerning the said messuages and tenements in C. to the use and behoof of the said I. B. and *M.* for the Joynture of the said *M*, and after their decease, to the use of the right heirs of the said I. B. for ever; and the said I. B. his heirs executors and administrators, and for every of

them, doth by these presents doth Covenant and Grant to and with the said I. N. his heirs executors and administrators, and every of them, that if she the said *M.* shall happen to survive him the said I. B. that then she the said *M.* and her assignes, shall, or lawfully may, for and during all the term of her natural life, have, hold, and quietly and peaceably enjoy the said, messuages, Lands, Tenements and Hereditaments aforesaid, and every of them with their and every of their appurtenances, according to the effect and true meaning of these presents without any the lawful let, trouble, molestation, charges or eviction, of or by any person or persons, any thing therein having or lawfully claiming by, from or under the said I. B. the several Leases now in being to any of the said tenants or any part of the said Premisses, not exceeding the term of 21. years onely excepted. In Witnesse of &c.

FEOFFMENTS

FEOFFMENTS.

A Feoffment of Land, for performance of a Will; and after to the use of a mans children, &c.

THis Indenture tripartite, &c. between W. H. *&c.* on the one party, and A. G. . C. Gent. &c. on the other party, *witnesseth*; hat the said W. H. for and in consideration f fatherly good will and affection, which he e said W. beareth towards R. H. the two ns of the said H. for the advancement and eferment of the said R. and W. and the heirs ale and of their bodies, lawfully to be begot- n, and for the advancement and preferment the heirs, males of the body of the said H. law- lly to be begotten, and for the considerations reafter in these presents expressed, hath given, anted, enfeoffed and confirmed, and by ese presents doth give, grant and confirme the said A. G. all those his mannors of &c. the County *&c.* and two parts of the man- ors of &c in the County of &c. withall and gular liberties, Courts &c. and all the ap- rtenances whatsoever, to and with the said

mannors, Lands, Tenements, &c. belonging used, or enjoyed, or in the same or any of them, or any part or parcel thereof, issuein or arising, happning or used, *To have and to hold* as well all the said singular mannors, lands tenements, and hereditaments, which were before specified to be intirely granted; as also the two said presents of the said mannors, lands &c. whereof the two presents onely are specified to be granted; and also other the liberties Preheminences, Franchises, Jurisdictions Commodities and other the premises whatsoever, with all and singular the appurtenances thereto belonging, to the said I. G. &c. and their heirs for ever, to the use and behoof of the said H. for term of his life, without impeachment of waste; and after the decease of the said H. and during the time that the said R. S. Son and heir-apparent of the said H. or any other being heir of the said H. shall be under the age of one and twenty years, and untill some heir of the said H. shall have accomplished the full age of one and twenty years, to the use of the said A. G. *&c.* and the survivors and survivor of them, to the intent and purpose that the said A. G. *&c.* and the said survivors and survivor of them, and the executors and administrators of the survivor of them, shal take, perceive, possesse, levy and enjoy the rents, issues, &c. of all and singular the said Lordships, mannors, Lands, Tenements, and Hereditaments, and other the premises, with the appurtenances thereto belonging, and the same to imploy, during such minority and

minoritie

minorities as is aforesaid, for and towards the performance payment and satisfying of all the said Legacies and bequests of money, Annuities of years and debts of the said H. to be mentioned in the last will and testament of the said H. according to the tenor, purport, meaning, and true intent of these presents, in the said last will and testament to be declared, and to the use and intent that the said feoffeed, and the survivor and survivors of them and their heirs, shall with the Profits, Revenues &c. coming, growing and arisseing of, and in all and singular the said Lordships &c. bestow, disburse, and expend from time to time, the competent and necessary charges in the Law, and otherwise for the defence and maintenance of all the possession and title of all and singular the premisses, and every part or parcel thereof, and for the reparations and defence of the buildings edifices, Houses, &c. in and upon the premises or any part or parcel thereof, from time to time, necessary, meet and competent to be disbursed and expended, until such time as the Legacies, debts, &c. of the said H. mentioned in his said last will and testament, shall be performed, and until some heir of the said H. shall have accomplished the full age of two and twenty years, and after satisfaction of the said Legacies, debts, and Annuities, and for the surplusage it shall amount the same debts, Legacies and annuities, and other the charges aforesaid, to be satisfied, to the intent that the said A. G. imploy and suffer the premises and surplusage thereof, to go, remain, and come to the use,

profit and benefit of the heir of the said H. and of the said R. D. being heir of the said H. or any other heir of the said H. shall accomplish the full age of twenty two years, that then the said A. G. &c. their heirs shall stand and be seized of and in all and singular the said manors, Lands, Tenements &c. to the use and behoot of the said R. D. and the heirs males of his body lawfully begotten; and for default of such heir male of the body of the said R. D. lawfully begotten, to the use and behoof of the said W. D. second son of the said H. and the heirs males of his body lawfully begotten. And for default of such heir male of the body of the said W. lawfully begotten, to the use and behoof of the heirs males of he body of the said H. lawfull begotten, and to be begotten for ever provided

Mit

AMITTIMUS.

To the Master or Governor of the House of Correction, for the County aforesaid, or to his sufficient Deputy, &c.

Sur.ss. WHereas Complaint hath been made unto us that E. S. sent you herewith, servant unto D. H. of the Upper ground Liberty in the said County (&c.) hath lately strucken T. S. Constable of the said Liberty, and hath very much scoffed, scorned and jeered, at the divine worship of Almighty God, both by invective words and evil deeds, unto many godly and well disposed religious persons, spoken by him against them, as they have bin in holy exercise, to the great dishonor of of God, and the evil example of others; these are therefore to will and require you, & n the name of the keepers of the Liberties of *England*, by authority of Parliament, o charge and command you to receive, and take into your said house and custody, the body of the said E. S. and him to set on work, and moderately to correct until that by due course of Law

he shall be clear delivered: Faile not hereof at your perrils.

Given under our hands &c.

A MITTIMUS'S.

To the Keeper of the House of correction for this County of Surry &c.

Sur.ss. THese are in the name of the Keepers of the Liberty of *&c.* by authority of Parliament to will and require you, to take into your Custody the body of E. W. whom this bearer W. F. Headborrow of *Putney* will bring unto you, he being an idle Puppet player, having been playing at *Putney*, and disturbing of the peace thereof, having not surety for his good behavior, and him to use as a wandring Rogue, and him to keep until he shall put in good security, not to offend in the like again; Given under my hand and seal this &c. day of &c.

ANOTHER.

To the Master and Governor of the House of Correction, at the Clinke, for the County of Surry.

Sur. ss. I Have sent you herewith the body of T. W. an Apprentice to E. I. of St. Brides *London* a Felt maker; the said Apprentice being a very idle, stubborn and unruly servant, that refuseth to serve his said Master, and absenteth himself and runeth away from his said service, to his said Masters great damage and losse: These are therefore in the name of the Keepers of the Liberty of *England*, by authority of Parliament to will and command you to receive him into your said house, and himself to keep and hold to work and labour with moderate and due Correction, according to the Law in that case made and provided, and untill he shall be delivered by order of Law. Given under my hand the &c. day of &c.

Uses

USES.

An Indenture of a Fine received, how to plead the use of it.

THIs Indenture tripartite &c. between F. R. of *&c.* and I. his wife, of the first part; I W. of M. in the County of N. and A his wife, of the second part, *&c.* and A. N. of &c. and T. S. of &c. on the third part: Whereas they the said F. R. and I. his wife, and I. W. and A. his wife, having the term of M. last past, acknowledged a Fine in due form of Law, of all those two messuages or tenements called or known &c. with the appurtenances, and of four Cottages and one Cartillage, with the appurtenances in the Parishes of *M.* to the said A. N. and T. S. of the said heirs of the said A. for ever; which said premises were late the Lands, Tenements and Hereditaments of Mr E. late of &c. deceased; and at the Levying of the said Fine, were the inheritance of the said I. F. party to these presents, Sister of the said E. M.

Now

Now this Indenture witnesseth that the true intent and meaning of the said Fine, and of all the parties thereunto, and of these presents, was, and is, and it is by these presents, and by all the parties thereunto declared, that the said Fine, and all the effects thereof, endure, and shall be construed and taken to be, and endure to the onely uses, behoots intents and purposes hereafter expressed, (that is to say) to the use and behoot of them the said I. W. and I. his wife, their and either of their assignes, for and during the naturall life of the said A. And from and after the said A. her decease, then to the use and behoof, of the said F. R. and I. his wife their heirs and assignes for ever, and to no other use or uses intents or purposes, any thing or things in the said Fine confirmed, to the contrary in any wise notwithstanding. In witnesse &c.

A Fine that is levied, how to declare the use of it.

WHereas the said F. T. and N. his wife have last E. term, levied a Fine to the said T. F. and H. I. as well of all and singular the said messuages, Lands &c. by the Indenture bearing date &c. mentioned to be bargained and sold to the said H. I. and his heirs, as also of all and singular the said messuages &c. by

by the said Indenture bearing date &c. mentiond to be bargained and sold to the said T. F. N. P. and T. L. their heirs and assignes: And also of two other tenements, or Cottages, &c. with the appurtenances therein belonging, and thereto adjoyned, formerly used, occupyed or enjoyed, now or of late in the tenure or occupation of E. N. and E. M. adjoyning neer to the said messuage or Mansion-House.

Now these presents do witnesse and declare, that the true meaning, purport and intent of the levying of the said Fine at the levying thereof, was, and is, to be taken to be, that is to say to the use and intents following, as for and concerning the said Messuages &c. mentioned to be bargained, granted and sold to the said &c. his heirs and assignes by the said Indenture bearing date &c. then to the use &c.

Revocations

REVOCATIONS:

A Revocation of a Declaration of Uses.

TO all to whom these presents shal come E. F. of &c. inthe County of &c. Gent. sends greeting; Know ye that I the said E. F have revoked, reduced, and revested the estate of inheritance of all and singular my Mannors &c. whatsoever with the appurtenances thereunto belonging, scituate, lying and being in &c. in and unto me the said E. F. and my heirs, for divers good causes me hereunto moving, hath given and granted, and by these presents doth give, and grant unto the said A. of &c. and L. R. &c. all and singluar my mannors &c. whatsoever, with the appurtenances, to have and to hold the said mannors &c. unto the said L. R. their heirs and assignes, to the severall behoofs, uses, meanings, intents, and purpose hereafter in these presents specified, and to no other intent or meaning or use whatsoever, that is to say, to the onely, proper and sole use and purpose of me the said E. F. and my heirs and assignes for ever. In witnesse whereof &c.

Another

Another Revocation of a Deed.

TO all to whom these presents shall come, I A. B. of &c. send greeting; Know ye that I the said A. B. am fully minded and disposed to revoke, make void and disannull, all and every the uses, intents and limitations, limited, named, assigned, or appointed in, by, or upon the above mentioned Indentures, in, to, or of any mannors, Lands messuages &c. in the County of &c. with appurtenances in the said Indentures specified to any person or persons whatsoever; and by this my writing under my hand and seal, signed with my own hand in the presence of &c. three lawful and credible witnesses, and do hereby publish, declare, limit, pronounce and appoint, that all and singular the said uses appointed, declared, limited and mentioned to G. H. and all and every use and uses mentioned, limited or appointed to any person or persons in and by the said aforesaid Indentures, in the said County of E. or otherwise, or in any part thereof, shall be void, revoked, and of none effect.

And I the said A. B. do disannull and revoke by these presents all and every the uses aforesaid, for or concerning the said mannors &c. with the appurtenances in the said County &c. And thing or things expressed or contained in this indenture whatsoever in any case notwithstanding. In witnesse, &c.

A

A Clause of Revocation.

PRovided alwayes and upon condition, that if the said A. B. shall at any time hereafter during his naturall life, tender or pay, or cause to be paid unto the said D. C. or to any person or persons whom he shall appoint, to his use, the sum of twelve pounds of lawfull money of *England*, with full purpose and intent to make voyd and frustrate this present deed, and all and every the uses, limitations, Estates, Grants, Articles and agreements therein mentioned, limited, in any wise appointed, And the execution thereof shall be frustrated and voyd, and of none effect or force in the Law, any thing therein contained &c.

TRUSTS.

To sell Lands &c. to satisfie Legacies and Debts.

UPon trust and confidence: Nevertheless to the purpose and intent, that the said A. B. and D. C. and their heirs shall sell and dispose of the said mannors of M. and all other the said Messuages, Lands, &c upon them the said A. and D. B. and their heirs by these presents,

ſents, and ſhall diſpoſe and imploy the money upon the ſale of the ſaid mannors and other the premiſes, to the ſatisfying and dicharging of all the proper debts of the ſaid E. F. and of all other ſuch Legacies as the ſaid E. F. ſhall by his laſt will and teſtament in writing, deviſe, bequeath, give or grant to any perſon or perſons whatſoever. And alſo, to the intent, and further upon confidence and truſt, that after the ſaid Legacies and debts of the ſaid E. F. ſhall be fully ſatisfied and payd, and after the ſaid B. A. and D. B. ſhall be payd all ſuch charges as they ſhall diſburſe, lay out and expend in the executing and managing of this preſent truſt, they the ſaid B. A. and D. C. and their heirs and aſſignes ſhall pay over the ſurpluſage or overplus of the ſaid moneys, that ſhal be raiſed by or upon the ſale of the ſaid mannors &c. (if any be) unto the aforeſaid E. F. And the ſaid E. F. doth hereby declare, that the debts which he doth intend ſhall be payd out of the moneys that ſhall be raiſed upon the ſale of the ſaid mannors, &c. are his own proper debts; and not ſuch as he doth or ſhall ſtand ingaged in as ſurety for any other; and the ſaid E. F. doth hereby alſo declare, that it ſhall and may be lawfull to, and for the ſaid B A and C P and their heirs, to deduct out of the moneys that ſhall be raiſed as aforeſaid out of the ſale of the ſaid Lands and Mannors, all ſuch moneys, charges and expences as they ſhall lay out, or be damnified in the execution thereof.

FINIS